

THE YOUNG

CLERKS GUIDE:

O R,

An exact Collection of

choice ~~ENGLISH~~ PRESENTS,
according to the best forms now used,

For all sorts of Indentures, Letters
of Atturney, Releases, Conditions, &c.

Very useful and necessary for all, but
chiefly for those that intend to follow the
Atturney's practice.

Compiled by S^r R. H. Counsellor: And re-
vised by an able practitioner.

The fifth Impression

L O N D O N,

Printed for Humphry Tuckey, at the Black-
Spread-Eagle in Fleet-Street.

1606/213.

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L O N D O N,

Printed for Humphry Tuckey, at the Black-
Spread-Eagle in Fleet-Street, 1685.

William Aysing
His Booke End

End me Ward the idm
La Loutke



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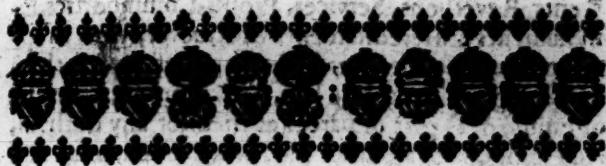
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An Indenture of An Annuity.



His Indenture made the twentieth day of Sec. in the Sec. between I. S. of Skipton in the County of York Esq; of the one part, and C.P. of London Esq; of the other part, witnesseth, That the said I.S. for, & in consideration of the sum of Sec. to him before the enfealing and delivery of these presents, well and truly contented and paid, wherof and wherewith, he the said I.S. doth acknowledge and confess himself to be fully satisfied, and thereof, and of every part and parcel thereof, doth clearly acquit and discharge the said C. P. his heirs, executors, and administrators, and every of them for ever by these presents: *Hath given, granted, and confirmed, and by these presents doth give,

**Grant.*

grant and confirm, for him and his heirs, unto the said C. P. his Executors and Assignes, One Annuity or yearly rent-charge of two hundred pounds of lawfull money of England, to be issuing and going out of all those the Mannors and Lordships of Stanton Sec. with all and singular their rights, members and appurtenances, in the said County of York; and out of all and singular the messuages, cottages, houses, edifices, buildings, barns, stables, orchards, gardens, lands, tenements, meadows, feedings, pastures, commons, moores, marshes,

Rents, Reversions, Services, Profits, Commodities, Emoluments & Hereditaments whatsoever, with th'appurtenances to the severall Mannors, or any of them belonging, or heretofore had, used, reputed, occupied or enjoyed, as part or parcel of them, or any of them; And also, out of all other the lands, tenements, and hereditaments of the said I.S. within the said County of York: To have and to hold, perceive, receive, & take the said Annuity or yearly rent-charge of &c. unto the said C.P. his executors, and assignes, from the day of the date of these presents, for and during the full term and time of forty years now next ensuing, and fully to be compleat and ended, if the said C. P. and R.P. Esq; Nephew to the said C. P. or either of them, shall so long live; To be paid at four most usual Feasts or Terms in the year, that is to say, at the Feast of *Trin.* by even and equal portions, At or

A Covenant to pay 10. l. for every day after default in payment of the Rent, and to re-enter.

in the Church porch of the Parish Church of &c. And the said I.S. for himself, his heirs, executors, administrators and assignes, and for every of them, doth covenant, promise, and grant to and with the said C. P. his heirs and assignes, that if it shall happen the said yearly Rent of &c. to be behind and unpaid, in part or in all, over or after any of the said Feast-daies, in which the same ought to be paid, being lawfully demanded, according to the true intent and meaning of these presents, That then he the said I.S. his heirs, and assignes, shall and will, not onely forfeit, and lose unto the said G. P. his executors or assignes, for, or in the name of a pain and penalty, the sum of forty shillings of lawful money of England for every day the said yearly Rent shall happen to be behind and unpaid, in part or in all, over



over or after any of the said Feast-daies, wherein the same ought to be paid as before is mentioned: But also that it shall and may be lawful to and for the said C. P. his executors and assignes, and to and for every of them, from time to time, from and after every of the said Feast daies, wherein the said yearly rent, or any part thereof, should or ought to be paid, as before is mentioned, into all and singular the said Mannors, and into every of them, and into all other the Lands, Tenements and hereditaments to the said Mannors, or any of them, belonging, and into all other the premisses, with all and singular their appurtenances, and into every or any part or parcel thereof, at his or their, or any of their free wills and pleasures, to enter and distrain, as well for the said yearly rents, as for the said summe or summes of money, which shall or may happen or become forfeited or lost, for or in the name of a pain, as is aforesaid, and for the arrearages of them and either of them, if any shall happen to be, and the distress and distresses, then and there found, to lead, drive, take, and carry away, and the same to detain and keep, untill the said C. P. his executors or assignes, shall be fully satisfied, contented and paid. And the said I. S. for himself, his executors, &c. doth covenant and grant to and with the said C. P. his executors, &c. that he the said I. S. at the time of the en sealing Covenant that the delivery of these present Indentures, he is seized in sole, rightfully, and absolutely Fee, and hath the said in his Demeasyn, as of Fee-simple, power to charge to his own proper use and behoof, the premisses without any manner of condition or with the limitation of any use or uses, to alter, any, change and determine the same, of & in the said mannors, messuages, lands, tenements, Hereditaments, and all other the premisses above named,

with their appurtenances, and of every part and parcel thereof; and that he now hath full power and lawfull authority, to charge all and singular the same premises, with the appurtenances, and every part thereof, to & with the said Annuity or yearly Rent &c. in manner and form above declared; and also that the said Mannors, Messuages, Lands, Tenements, and all other the premises, now are, and so from time to time, and at all times, for and during the said term of fourty years (if the said R. and C. or either of them, shall so long live) shall and may remain and continue liable, sufficient and avert to and for distress, and distresses of the said A. and of his executors or assigns, as the case in that behalf shall require, for and concerning the said yearly rent, and other the premises, and every part thereof; And the said I. S. for himself &c. That he the said I. S. his executors and assigns, shall and will from time to time, and at all times hereafter, for and during the space of five years next ensuing the date hereof, at the reasonable request of the said C. P. his executors and assigns, or any of them, at his or their or any of their proper costs and charges in Law, do, make, knowledge, and suffer, or cause and procure to be done, made, knowledged and suffered, all and every such further, reasonable and lawfull act and act, thing and things, device & devices in the law whatsoever, for the further, more perfect and better assurance, surety and sure making of the said Annuity or yearly rent-charge of &c. to the said C. P. his executors and assigns, for and during the said term of fourty years, if the said C. and R. do so long live, according to the true intent and meaning of these presents, as by the said C. P. his executors, administrators or assigns, or by any of them, or by any of their counsel learned in the Law, shall be reasonable devised, advised or required. In witness whereof, the parties aforesaid to these presents

Indentures, have not onely interchangeable set their
 &c. but also the said I.S. hath given and delivered on-
 to the said C.P. ten shil. current *English* money, in
 the name of seizin of the aforesaid Annuity or yearly
 rent-charge of &c. before mentioned, Dated the day
 and year above written.

**An Indenture of Lease with extraordi-
 nary Covenants.**

THis Indenture made &c. between C. B. of &c. of
 the one part; and I.S. of *Stretton*, in the County of
 &c. Witnesseth; that the said C.B. for and in conside-
 ration of &c. hath demised, granted, let, and to
 Farm-let, and by these presents doth &c. unto the
 said I.S. all that his messuage or tenement, set, lying &
 being in &c. aforesaid, together with all houses, edifices,
 buildings, barns, yards, orchards, crofts, lands, mea-
 dows, pastures, seedings, commons, profits & commo-
 dities whatsoever, to the said messuage or tenement
 of right in any wise belonging, lying within the Town
 or fields of *Stretton*, aforesaid; All which messuage or
 tenement, with all other the premises, are now in the
 occupation of the said I.S. (except & always reserved)
 out of this present lease, all manner of trees growing
 or being in or upon the said premises or any part
 thereof; To have & to hold the said Messuage or ten-
 ment, with all houses, edifices, buildings, barns, yards,
 orchards, crofts, lands, meadows, pastures, commons,
 profits, commodities, with their appurtenances, as is
 aforesaid (except before excepted) unto the said I.S.
 his executors &c. from the day of the date of these
 presents, unto the full end & term of twenty & one years
 from thence next ensuing, and fully to be complete &
 ended; yielding and paying therefore yearly, during the

said term, unto the said C. B. and the heirs of his body lawfully begotten, and for default of such issue, to the right heirs inheritable to the premises, the yearly rent of &c. At two of the usual Feasts in the year, that is to say, at the Annunciation of our Lady, & S. Michael the Archangel, by even and equal portions, & doing service to the Court, of the said C. B. his heirs and others afore said, at his or their Mannor of S. afore said, as often as it shall be kept there, at or upon reasonable summons or warning, as other Tenants of the said Mannor do, or should do; And at the decease of the said I. S. and such his assignes, as hereafter by him shall be nominated or appointed, dying Tenants of the premises, to pay his or their best beast unto the said C. B. and to such as the remainder or reversion of the said Mannor shall come unto, in the name of a Heriot: And if it shall happen the said yearly rent of &c. to be behind or unpaid, in part or in all, by the space of &c. next after any of the said feasts at which it ought to be paid (if it be lawfully demanded) That then and from thenceforth, it shall and may be lawful unto and for the said C. B. his heirs &c. & all & every other the persons above-named to whom the right thereof shall appertain, as afore said, into the said messuage or Tenement, & all other the premises, with the appurtenances, wholly to re-enter, & the same to have again, retain & re-possess, as in his or their former estate, this Indenture or any thing therein contained to the contrary, in any wise notwithstanding. And also it is covenanted and agreed, that it shall and may be lawful unto the said I. S. and his Assigns, to lop the trees growing upon any patee of the premises heretofore lopped, at all times convenient, for the necessary fencing of the hedges: And the said I. S. doth covenant and grant, for him, his executors, administrators and assignes,

For repair-
tion.

assigns, by these presents, to and with the said C. B.
 his heirs, executors, administrators and assigns,
 and every of them, That he the said I. S. and his as-
 signs, shall make and do, or cause to be made or done,
 at his and their own proper costs and charges, all and
 all manner of reparations in and upon the premises
 before by these presents granted and letten, from time
 to time, when and as often as need shall require, du-
 ring the said term of &c. and so well and sufficiently
 repaired, shall in the end of the said term, or other
 sooner determination of this present Lease, yield up
 and leave the same. And further
 shall from time to time, during the *To do sute belong-*
 said term, do his or their sute to the *ing to the mills of*
 Mill or Mills of the said C. B. with- *the said Mannor.*
 in the said Mannor of S. aforelaid,
 and all such corn and other gain whatsoever, as the said
 I. S. aforelaid, doth or may customarily use, to grind,
 or cause to be ground, to be at the same Mill or Mills
 ground. And it is further covenanted & agreed between
 the said parties, That it shall and may be lawful to and
 for the said C. B. & his heirs, or any to whom the right
 thereof shall appertain, as aforelaid, if it be their
 pleasure, at any time hereafter during the said term,
 to make an exchange of patcel or parcel of the lands
 or Meadows, or any part or parcel of the premises,
 belonging to the said Messuage or Tenement, to take,
 and to have the same at his or their will and pleasure,
 giving and allowing unto the said I. S. and his assigns,
 as much land in quantity and goodnesse for the same
 in such place within the fields of S. aforelaid, as by
 the judgement and discretion of four of the Tenants
 of the said C. B. & his heirs, or any to whom the right
 thereof shall appertain, as aforelaid, then dwelling
 in S. aforelaid, shall be adjudged, nominated and ap-
 pointed: And the said I. S. covenanteth and grant-
 B 4 cth

teth, &c. That he the said I. S. or his assigns, shall and will yearly during the said term, at seasonable times, due & convenient in the year, plant or set in or upon the premises, six handsome young trees or saplings of Oak, Elm or Ash, and them so planted and set, shall from time to time, yearly cherish, preserve, sustain and suffer to grow and increase to the most profit, use and behoof of the said C. B. his heirs and assigns for ever. Provided alwaies, and it is fully conditioned and agreed between the said parties, that the said I. S. shall not at any time hereafter, demise, grant, let, set, assign, or by any other waies or means, put away or depart with the said Lease, Term of years, messuage or tenement, and other the premises, with the appurtenances, or any part or parcel thereof, or do, procure, or suffer to be done, any act, deed or thing whatsoever, whereby the same, or any part or parcel thereof, shall or may at any time hereafter, revert, descend, or come unto any person or persons whatsoever, other than unto his Wife and child, at any time during the said term, without the consent of the said C. B. or his heirs, and other the persons aforesaid, first had and obtained in writting under his or their hands or seals, upon pain of forfeiting of this Indenture of lease, any thing herein contained to the contrary in any wise notwithstanding.

And the said C. B. covenanteth for himself, his heirs, executors and administrators &c. to warrant and defend the said messuage or Tenement, and all other the premises above letten, unto the said I. S. and such his assignes as are above expressed, against all person or persons pretending any title to the same, from, by or under him the said C. B. his heirs or assigns, during the said term, according to the true intent and meaning of these presents. In witness whereof the parties first above-named, to these present Indentures inter-
changeably

changeably have set their hands and seals, the day and year first above written, Annoq; Dom. 1636.

A Deed of gift made to one to save him harmles from all Bonds.

TO all Christian people to whom this present writing shall come, I I. P. of &c. send greeting in our Lord God everlasting: Know ye, that I the said I.P. as well for the indemnity, discharge, and saving harmless of R. B. of &c. his Heirs, Executors and administrators, and every of them, of and from all manner of bonds and writings obligatory whatsoever, wherein the said R. B. is and standeth bound for me the said I. P. in any summe or summes of money to any person or persons whatsoever; as also for divers other good causes and considerations me hereunto especially moving have given, Grant. granted, bargained, sold, and confirmed, and by these presents do give, grant, bargain, sell and confirm unto the said R. B. all and singular my Leases, goods and chattels whatsoever, as well reall as personall, of what kind, nature, quality or condition soever the same are or be, and in what place or places soever the same shall or may be found, as well in my own custody and possession, as in the hands, custody and possession of any other person or persons whatsoever, To have and to hold all & singular the said leases goods and chattels, and all other the premisset, with the appurtenances, to the said R. B. his heirs, executors, Administrators and assigns, to his and their own proper use and behoof for ever: And I the said I. P. & my heirs, all and singular the said Goods and Chattels, and other the premisset, unto the said R. B. his executors, administrators and assigns, to his and their own proper use as aforesaid, shall and will warrant and for

for ever defend, by these presents. Provided alwaies, that if I the said I. P. my executors, administrators or assigns, or any of us, do or shall from time to time, and at all times hereafter, clearly acquit & discharge, or otherwise sufficiently save and keep harmlesse the said R. B. his executors, administrators and assigns, and all his and their goods, chattels, lands, Tenements and hereditaments, and every of them, off and from all and singular bonds and writings obligatory whatsoever, wherein, or whereby the said R. B. at the request and for the debt of me the said I. P. is and standeth bound to any person or persons whatsoever, in any sum or sums of money, and off and from all manner of actions, sues, charges, troubles, expences and demands whatsoever, which shall or may in any wise hereafter happen, come, grow or be to or against the said R. B. his executors or administrators, or any of them, for or by reason or means of the same obligations or writings obligatory, or any of them, or any thing in them, or any of them mentioned or contained, that then his present deed or grant, and every thing herein contained, shall be utterly void and of none effect, any thing herein before specified to the contrary thereof in any wise notwithstanding. In witness whereof &c.

A Lease of a house & certain lands made in consideration of a certain sum of money, the fee-simple being in the Lessor.

THis Indenture made, &c. Between M. C. of &c. Gentleman, and A. C. his wife, on the one part, and T. E. of &c. Esq; on the other part, witnesseth, that the said M. C. and A. his wife, for and in consideration of the sum of &c. of lawful money of England to them in hand paid before the enscaling and delivery

delivery of these presents by the said T. E. whereof and wherewith they the said M. C. and A. acknowledge themselves to be fully satisfied, contented and paid, and thereof and of every part and parcel thereof, do clearly acquit and discharge the said T. E. his executors, administrators and assigns, by these presents, Have demised, granted, set, and to farm-let, and by these presents demise &c. unto the said T. E. his &c. All that their Mansion house, with the rights, members, and appurtenances thereof, situate, lying and being in *Arlescor*, in the parish of N. in the County of W. All that close of pasture commonly called or known by the name of the great close, containing by estimation forty acres, be it more or less; and also all that close of pasture, commonly called or known by the name of the middle pasture, containing by estimation forty acres, be it more or less; and all that close of pasture &c. All and singular which said closes and other premises are, or late were in the tenure or occupation of the said M. or his assignee or assignees, and are situate, lying and being in A. aforesaid in the said C. of N. and also all other messuages, houses, edifices, buildings, barnes, stables, dove-houses, orchards, gardens, tenements, meadows, pastures, feedings, woods, under-woods, commons, wast-ground, moors, marshes, rents, reversions, services, profits, commodities and hereditaments whatsoever of them the said M. C. or A. C. or either of them, situate, lying and being in *Arlescor* aforesaid, or in either of them, in the said County of N. To have and to hold the said Mansion-house, Closes of Meadow, pasture and arable, and all and singular other the premises, with their and every of their appurtenances, before by the presents demised, and every part and parcel thereof, unto the said T. E. his executors, administrators and assigns, from the feast day of &c. last past before the
date

date hereof, unto the full end and term of &c. from
thence next ensuing and fully to be complete and
ended, yielding and paying therefore yearly during
the said term, unto the said M.C. and A. his wife,
their heirs and assigns, one pepper corn at the Feast
of &c. if the same be lawfully demanded; And the
said M.C. for himself, and for the said A. his wife,
their heirs, executors, administrators and assigns,
and every of them, doth covenant, promise and
grant to and with the said T.E. his executors, admini-
strators and assigns, and to and with every of them,
by these presents in manner and form following, That
is to say, that he the said M. C. at the time of the
enleaving and delivery of these presents, standeth and
is lawfully seized in his Demesne as of Fee, of and
in the said Mansion house, several closes, and of and
in all other the premisses before by these presents
demised, or mentioned to be demised, with their and
every of their appurtenances, without any manner
of condition or limitation of use or user, to alter,
change or determine the same: and that they the said
M. C. and A. or one of them, now have or hath full
power and authority to demise and grant the
said Mansion house, and other the premisses, with
their appurtenances, and every part and parcell
thereof, unto the said T. E. his executors, admini-
strators and assigns, in manner and form aforesaid;
And also that the said Mansion house, Closes, and
other the premisses before by these presents demised,
or meant, mentioned or intended to be demised, and
every part and parcel thereof, now are, and by and
during the said term of &c. by these presents grant-
ed, shall be, remain and continue unto the said T. E.
his executors, administrators and assigns, of the
clear yearly value of &c. at the least, over and above
all charges and reprises; And further that he the said
T.E.

T. E. his executors, administrators and assigns, under the rents, covenants, grants, and agreements in these presents contained, shall and may at all times hereafter, and from time to time during the term hereby granted & demised, or meant, mentioned or intended to be granted or demised, quietly and peaceably have, hold, use, occupy, possess and enjoy the said Mansion-house, closes, and all other the premises, and every part and parcel of them, with their and every of their appurtenances; And the rents, issues and profits thereof, shall or may receive, perceive, and take to his and their own proper use & behoof, clearly acquitted, exonerated and discharged of, and from, all manner of former and other bargains, sales, gifts, grants, leases, jointures, Statute Merchant, and of the staple recognizances, intrusions, judgements, executions, rent-charge, rents-seck, arrerages of rents, debts, and duties to the Kings majesty; And of and from all other charges, titles, troubles and incumbrances whatsoever, had, made, committed, done or suffered by the said M. C. and A. or either of them, their or either of their heirs or assigns, or by any other person or persons whatsoever; And moreover the said M. C. for himself, and for the said A. his wife, their heirs, executors and administrators, and for every of them, doth covenant, promise and grant to and with the said T. E. his executors, administrators and assigns, and to and with every of them by these presents, that he the said M. C. and A. his Wife, their heirs and assigns, shall and will at all times hereafter, and from time to time, during the time and space of five years next ensuing the date hereof, upon all and every reasonable request and requests to him or them, or any of them to be had or made by the said T. R. his executors, administrators, or assigns, or any of them, and at the costs and charges in the Law

of

of him the said T. E. his executors, or assigns, or some of them, do make, knowledge, execute and suffer, or cause to be done, made, knowledged, executed and suffered, all and every such further lawful act and acts, thing and things, device and devices in the Law whatsoever, for the better confirmation of these presents. And for the better and farther assurance, surety, sure making and conveying of the said Mansion house, closes, and other the premises, and every or any of them, with their and every of their appurtenances, for and during the said term of years, hereby granted, or mentioned to be granted unto the said T. E. his executors, administrators or assigns, according to the true intent & meaning of these presents, as by the said T. E. his executors, administrators or assigns, or by his or their Council learned in the law, shall be reasonably devised &c. In witness &c.

An Assignment of the same lease and premises to a third person in trust, upon condition that if the money be not paid, the Assignment to be void.

THis Indenture made the &c. between T. E. of &c. on the one part; and T. C. of &c. on the other part, witnesseth, that whereas M. C. of &c. Gentleman, and A. C. then Wife of the said M. by their Indenture of lease, being dated the &c. for the conditions therein mentioned, did demise, grant and to farm-let unto the said T. E. his executors, administrators and assigns, all that his Mansion-house, with the rights, members and appurtenances thereof, situate, lying and being in *Arlescot*, in the parish of N. in the County of N. and all that close of pasture, commonly called or known by the name of the great close, containing by estimation, forty acres, be it more or less; and also all that close of pasture

pasture, commonly called or known by the name of the middle pasture, containing by estimation, forty Acres, be it more or less; And all that close and meadow &c. All and singular which said closes, and other the premisses, then or late were in the tenure or occupation of the said M. his assignee or assignees, and are situate, lying or being in Arlescor aforesaid, in the said County of N. and also all other messuages, houses, edifices, buildings, dove-houses, orchards, gardens, tenements, meadows, pastures, feedings, woods, underwoods, commons, waste ground, moors, meadows, marshes, rents, reversions, services, profits, commodities, and hereditaments whatsoever, of them the said M. C. and A. C. or either of them, situate, lying and being in A. aforesaid, and N. or in either of them, in the said County of N. to have and to hold the said Mansion-house, Closes of meadow, pasture and arable, and all and singular other the premisses, with their & every of their appurtenances, by the said Indenture of Lease, demised or mentioned to be demised, and every part or parcel thereof, unto the said T. E. his executors, administrators and assigns, from the Feast of &c. then last past, before the date of the same Indenture of Lease, unto the full end and term of &c. from thence next ensuing, and fully to be complete and ended, Yielding and paying therefore yearly, during the said term, unto the said M. C. and A. his wife, and to the heirs and assigns of the said M. one pepper corn onely at the Feast of &c. if the same shall be lawfully demanded, as in and by the same Indenture of Lease, amongst divers other covenants, grants, articles and agreements therein contained, more fully and at large it doth and may appear. Now this Indenture further witnesseth, the said T. F. for and under the proviso or condition hereafter in these presents mentioned and expressed,

hath

hath bargained, sold, assigned and set over, and by these presents doth fully, clearly and absolutely bargain, sell, assign and set over unto the said T. C. his Heirs and assigns, all the estate, right, title, interest, property, possession, term of years, claim and demand whatsoever, which he the said T. E. now hath, may, might, should or in any wise ought to have or claim, of, in or to the said Mansion house, closes of land, and other the premises, with the appurtenances, by the said Indenture of Lease demised, and in and to every or any part or parcel thereof, by force and vertue of the said recited Indenture of Lease; Provided always, that if the said T. C. his heirs, executors, administrators or assigns, or some of them, shall not well and truly pay or cause to be paid unto the said T. E. his executors, administrators or assigns, the sum of 800. without fraud &c. That then this present Indenture, and all and every Covenant, grant, article and agreement therein contained, shall be utterly void, frustrate and of none effect, any thing herein before specified to the contrary thereof in any wise notwithstanding. In witness &c.

An Assignment of a Judgement, with a Letter of Attorney therein inserted.

TO all Christian People to whom these present writings shall come, we I. H. Clerk, Parson of &c. and Oliver Buck of &c. son and Executor of I. B. late of &c. Gentleman deceased, send greeting: Whereas there is a Judgement of 400l. depending in the Court commonly called the *Kings Bench* at *Westminster*, against E. S. of F. Esq; and R. S. of F. aforesaid Gentleman, at the sure of me the said I. H. and of the said I. B. deceased, as by the Record thereof

remaining in the said Court of Kings Bench, more at large may appear, upon which Judgement, there hath been Execution lately prosecuted and taken forth. Now know ye that we the said I. H. and O. B. for divers just causes and valuable considerations us hereunto especially moving, Have granted, transferred, assigned, and let over; and by these presents do clearly and absolutely Grant, transfer, assign and set over unto *Anthony H. of Lincolns Inne*, in the County of *Middlesex* Gentleman, his Executors, Administrators and Assignes, as well the said Judgement of 400 l. aforesaid, as also all the Benefit, Commodity, Sum and Sums of money, profit and advantages whatsoever, that now is or hereafter shall be obtained or gotten, by reason or means of the same judgement, or of any Execution or Extent thereof, or thereupon, to be had, sued, executed or obtain'd, and all the estate, right, title, interest and demand whatsoever, which we the said I. H. and O. B. or either of us have or ought to have, or claim, of, in and to the said Judgement of 400 l. or any sum of Money, Lands, Tenements, or other things, which by vertue thereof, or of any Execution, Process, or proceedings thereupon sued, shall be recovered, obtained or gotten; And further we the said I. H. and O. B. do by these presents make, ordain, constitute, authorize and appoint the said A. H. to be our true and lawfull Attorney for us, and in our names, or the name of either of us, to Sue and Prosecute the execution upon the said judgement, and upon satisfaction given, or any other end, Composition or Agreement made concerning the premises, to acknowledge satisfaction, or to make and do any other Release and discharge for the same; and all and every other act or Acts, thing or things, whatsoever, as shall be requisite and needfull to be done, in or about the premises, we covenant, promise and

C

grant

grant to, allow, ratifie, establish and confirm by these presents; And we the said I. S. and O. B. for us, and either of us, our Executors and Administrators, do covenant, promise and grant to, and with the said A. H. his Executors, Administrators and Assignes by these presents in manner and form following; That is to say, that neither the said I. B. in his life time, nor we the said I. H. and O. B. nor any of us have heretofore made, done or committed any Release or other discharge of the said judgement, or of any Extent or Execution which hath been thereupon Sued or Executed, nor we the said I. H. and O. B. or either of us, our Executors or Administrators, at any time hereafter shall, or will make, commit or do any Release, or other Act or thing whatsoever, whereby the said Judgement, or any Extent or Execution which hath been thereupon Sued or Executed, or which shall be thereupon sued or executed at any time hereafter, by the said A. H. or his Assigns, shall be in any manner of wise, hurt, hindred, disabled, debarred or extinguished, without the consent of the said A. H. his Executors or Assigns, thereunto first had and obtained in writing under his or their hands and seals. And further that we the said I. H. and O. B. our Executors Administrators and Assigns, and every of us, shall and will at all times hereafter, and from time to time upon request made, and at the cost and charges of the said A. H. and his Assigns, maintain, justifie, allow and confirm all such lawfull actions, suits, process, Extents, Executions and proceedings whatsoever, as have been or hereafter shall be brought, sued forth or prosecuted against the said I. S. and R. S. or either of them, their Executors, or Administrators, or their, or any of their Lands, Tenements or goods, upon, or by reason of the said Judgement of four hundred pounds above mentioned;

ned ; And that he the said A. H. his executors and administrators, shall and may peaceably and quietly have and hold, receive and enjoy, to his and their own proper uses and behoofs, all such benefit, sum and sums of money, Lands, Tenements, and other things, as by vertue of the said Judgement or any Extents, Execution, process or proceedings thereupon brought or to be brought, sued or prosecuted, shall be recovered, obtained or gotten, without the let, suit, trouble, eviction or disturbance of us the said I. H. and O. B. or either of us, our executors, or administrators, and without any accompt or other thing to us, or any of us to be therefore made or given, In witness &c.

An Assignment of a house and lands from one who had the same in Mortgage, and was forfeited to him.

THis Indenture made &c. between W. B. of &c. on the one part, and G. H. of &c. on the other part: witnesseth; That whereas B. G. of &c. by his Indenture bearing date &c. (and so go forward with the recitals.) And whereas in the said recited Indenture of Assignment, there is a proviso or condition contained for redemption of the premises, upon payment of one hundred pounds of &c. on the sixth day of &c. which then should be, and since hath been in the year of our Lord God, &c. At or in the &c. as in and by the said Proviso or Condition, whereunto relation being had more fully and at large it doth and may appear, which said sum of 100l. &c. or any part thereof was not paid or tendred to be paid to, or for the said W. B. at the day or place in the Proviso of Redemption limited for the payment thereof, and yet remaineth unpaid, by reason and means whereof, the said Messuage and other the premises, and the whole estate, lease, right,

title and interest of the said B. C. in and to the same became forfeited unto the said W. B. and he therby was and now is, and so shall be lawfully interested and possessed in the same premises, and every part thereof during all the residue and term of years, which then were, and yet are to come and unexpired of the term granted to the said B. C. in, and by the said Indenture of demise above-mentioned. Now this Indenture further witnesseth, That the said W. B. for and in consideration of the sum of &c. to him in hand paid by the said G. H. at and before the enfealing and delivery of these presents, whereof and wherewith, &c. Hath given, granted, bargained, sold, assigned and set over, and by these presents doth fully, clearly and absolutely give, grant, &c. unto the said G. H. his executors, administrators and assigns, as well the said messuage, tenements, Yards, Gardens, Orchards and closes to the same adjoining and belonging; Together also with all and every the crable Land, Meadows, Pastures, Feedings, Profits, Commodities and Hereditaments whatsoever to the said Messuage belonging, or in any wise appertaining, And all other the premises, with th'appurtenances whatsoever, in and by the said Indenture of demise granted to the said W. B. as aforesaid: As also all the estate, right, title, interest, property, possession, term of years, claim and demand whatsoever which he the said W. B. his Executors, administrators or assigns now have, hath, may, might, should or in any wise ought to have or claim, of, in or to the said Messuage, and other the premises, with th'appurtenances, and every or any of them, or any part or parcell thereof, by force and vertue of the said Indenture of Mortgage or Assignment above recited, or either of them, or any thing in them, or any of them mentioned or contained, or by any other waies or means whatsoever: together with the same Indenture of Demise and

and Mortgage aforesaid, and all and every other Writings and Minuments concerning the same: To have and to hold the said Messuage, Yards, Gardens, Orchards, Lands, Meadows, Pastures, Feedings, Indentures of demise and Mortgage, Writings and Minuments, estate, right, title interest & term of years, and all and singular other the premises, with the appurtenances, before by these presents bargain'd, sold, assign'd, and set over, & every part and parcel thereof, unto the said G. H. his Executors, administrators and assigns, to his and their own proper uses and behoofs, in as large, ample and beneficial manner and form to all intents, constructions and purposes, as he the said W. B. now hath, may, might, should or in any wise ought to have and enjoy the same, by force & vertue of the same Indenture of Lease or Demise, or the said Indenture of Mortgage aforesaid, or either of them, or any thing in them, or any of them mentioned or expressed or otherwise howsoever (A Covenant for discharge of incumbrances) in witness whereof &c.

A Mortgage of a Lease for indemnity of certain sureties bound in an Obligation made to another in trust, for their use.

THis Indenture made the *&c.* Between H. H. of &c. Gentleman, on the one part, and R. M. of &c. I. N. and R. D. of &c. Gentleman, on the other part, Witnesseth, That whereas, &c. as in and by the said Indenture of lease amongst other things more fully and at large appeareth. And whereas the said I. N. and R. D. at the request, & for the debt of the said H. H. together with him, in and by one Obligation with Condition endorsed, bearing date with these presents, are & stand jointly and severally bounden unto R. S. of &c. in the sum of &c. for the true payment of &c. on the &c. at or in the &c. as in and by the said recited Obligation & condition thereof more at large it doth & may appear,
Now

Now this Indenture further witnesseth, That the said H. H. for the Indempnity and discharge of R. and D. their heirs, executors and administrators and every of them. of & from the said recited obligation, and all sum and sums of mony therein mentioned and contained, and from all actions, suites & demands

Consideration: concerning the same: Hath given, granted, bargained, sold, assigned and set over, and by these presents doth fully, clearly and absolutely give, grant, bargain, sell, assign and set over unto the said R. M. his executors, administrators and assigns, as well the said Messuage or Tenement, and all and singular other the premises, with the appurtenances, and every part thereof by the said Indenture of Lease demised, and every part and parcell thereof; as also all the estate, right, title, interest, property, term of years, claim and demand whatsoever, which he the said H. H. his executors, administrators or assigns, now have, hath, may, might, should, or in any wise ought to have or claim of, in and to the said Messuage or Tenement, and other the premises, with the appurtenances, and every or any part or parcell thereof, by force and vertue of the said recited Indenture of Lease, or any thing therein contained, or by any other waies or means whatsoever; together with the said recited Indenture of Lease

To have and to hold the said Messuage or Tenement, Indenture of Lease, estate, right, title, interest, term of years, and all and singular other the premises, with the appurtenances before by these presents bargained, or sold, or meant mentioned or intended, to be hereby given, granted, sold, assigned and set over, and every part and parcell thereof, unto the said R. M. his executors, and assigns, from the ensealing, and delivery of these presents forward, for, during and untill the full

full accomplishment of all the residue of the said term of &c. now to come and un-expired, granted by the said Indenture of Lease, in as large, ample and beneficial manner and form, to all intents, constructions and purposes, as he the said H. H. now hath, may, might should or in any wise ought to have & enjoy the same by force and vertue of the said recited Indenture of Lease, or any thing therein contained, or otherwise howsoever. Nevertheless upon speciall trust and confidence, that he the said R. M. his Executors, Administrators and Assigns, and every of them, shall stand and be interessed and possessed of and in the said Messuage or Tenement, and all other the before bargained premisses, with the appurtenances, and every part and parcell thereof, to the onely proper uses and behoofs of the said I. N. and R. D. their Executors, Administrators and Assigns, and to no other use, intent or purpose whatsoever. And the said H. H. for himself, his Executors and Administrators, doth covenant promise and grant to and with the said R. M. his Executors, &c. and to and with every of them by these presents, in manner and form following: That is to say, That the said recited Indenture of Lease at the time of the ensealing and delivery of these presents, is a good, perfect sure and indefeasible Lease in the Law of, and for the said Messuage or Tenement and premisses thereby demised, and so shall stand remain and continue unto the said R. M. his Executors and Assigns to the uses before mentioned, for and during the term of years thereby granted and un-expired: And that he the said H. H. now hath full power, good right, true title, and law- And that he hath authority to give, grant, bargain, sell bath power and set over the same premisses and every to demise part thereof unto the said R. M. his Executors, Administrators and Assigns to the use aforesaid

In manner and form above mentioned, according to the true intent and meaning of these presents (A Covenant for quiet enjoying, and from Incumbrances) Provided always, that if the said H. his Heirs, Executors, *Proviso.* Administrators or Assigns, or any of them, do truly pay or cause to be paid unto the said R. S. his Executors, Administrators or Assigns, the said sum of &c. on the &c. at the place aforesaid, for and in full and clear discharge of the said recited Obligation and Condition above mentioned, that then this Indenture to be void and of none effect: this Indenture or any thing herein contained to the contrary thereof in any wise notwithstanding. In witness &c.

A Bill of Sale.

K Now all men by these presents, that I W. H. of &c. for and in consideration of the sum of &c. of lawfull money of *England* to me in hand paid by I. S. of &c. Goldsmith, at and before the entreating and delivery of these presents, wherewith I confess my self to be fully satisfied contented and paid, have bargained and sold, and by these presents, do fully, clearly and absolutely bargain and sell unto the said I. S. in plain and open Market within the City of *London*, one Chain of Gold with round links unsoldered, weighing twenty ounces of Gold weight; and one gold ring enameled, set with a small table Diamond; *To have and to hold* the said Chain of Gold and ring, to the said I. S. his Executors, Administrators and Assigns, to his and their own proper uses and behoofs for ever. And I the said W. H. my Executors and Administrators, and every of us, the said Chain and ring unto the said I. S. his Executors and Administrators, against all people shall and will warrant, acquit and for ever defend by these presents. Provided always, That if I the said W. H. my Heirs, Executors, Ad-

Administrators &c. or any of as, do well and truly pay or cause to be paid unto the said I. S. his Executors, Administrators or Assigns, the full sum of &c. on the &c. at or in the &c. without fraud or Coven: that then this present Bill and the bargain and sale of the said Chain and Ring shall be utterly void and of none effect, or else to stand and abide in force and vertue.

A Release of lands Morgaged.

THis Indenture made the &c. Between A. N. of &c. Esquire on the one part; and Sir M. H. of &c. Knight, on the other part, *Witnesseth*; That whereas the said A. N. by his Indenture bearing date the &c. for and in consideration of the sum of &c. by I. H. of &c. well and truly to be paid in manner and form as in and by a Proviso contained in the said Indenture is mentioned, limited and declared, did bargain and sell unto the said I. H. and to his Heirs & Assigns for ever, all that his Grange or Farm of &c. with the appurtenances in the Parish of A. in the C. of S. being parcel of the possessions of the late dissolved Monastery of W. in the said County of &c. and all other his Mannours, Messuages, Lands, Tenements, Meadows, Feedings, Pastures, Woods, Underwoods, Leets, Courts, Libertes, Franchizes and Hereditaments whatsoever, with all and singular their appurtenances, situate &c. all and singular which said premisses, the said A. N. late bought and purchased to him and his Heirs of the said I. H. Together with all and singular Messuages, Houses, Edifices, Buildings, Barns, Stables, Dove houses, Orchards, Gardens, Lands, Meadows, Feedings, Pastures &c. and Hereditaments whatsoever to the said Grange or Farm of &c. & other the premisses before mentioned, or any part thereof belonging or in any wise appertaining, or accepted, reputed, taken or known as part parcell or mem-

member thereof or heretofore used, occupied, demised letten, possessed or enjoyed as part or parcel thereof, *To have and to hold* all & singular the said premisses to the said I. H. his Heirs and Assigns for ever; in which said indenture there is a *proviso* contain'd, that if the said I. H. his Heirs, executors, administrators & Assigns, & every of them should fail in the payment of the sum of &c. unto the said A. N. his Executors or Administrators at the day and place in the said Indenture specified, that then the said conveyance should be void, as in and by the said Indenture more at large it doth and may appear; And whereas the said I. H. hath conveyed and assured all and singular the said premisses unto the said Sir M. H. and his heirs before the enfealing and delivery of these presents. Now this Indenture witnesseth, That the said A. N. for and in consideration of the sum of &c. to him the said A. N. in hand well and truly satisfied and paid by the said I. H. before the enfealing and delivery of these presents; And also in consideration of the full discharge and release of the condition and proviso aforesaid, and at the special instance and request of the said I. H. hath remised, released, and quit-claim'd, and by these presents doth for himself and his Heirs, Remise, Release, and for ever quit-claim unto the said Sir M. H. and to his Heirs for ever, the Condition and Proviso above mentioned, and also all the Estate, Right, Title, Interest, Claim, Reversion, Condition, and Demand whatsoever, which he the said A. N. now hath, or by any manner of wayes or means hereafter shall or may have, of, in or to the said premisses or any part or parcel thereof; and also of, in & unto all & singular, the Lands, Tenements and Hereditaments which the said A. N. hath at any time purchased to him and his Heirs, of him the said I. H. *To have and to hold* the said Grange or Farm, and all and singular the premisses, with

with the appurtenances unto the said Sir M. H. his
 Heirs and Assigns, to the onely proper use and be-
 nefit of the said Sir M. H. his heires and assigns for
 ever absolutely without any Condition or Limitation
 whatsoever: and the said A. N. for himself, his heires,
 executors, administrators and assigns, doth cove-
 nant, promise and grant, to and with the said Sir M. H.
 his heires and assigns by these presents in manner
 and form following (viz) That he the said Sir M. H.
 his heires and assigns, shall and may from time to
 time, and at all times for ever hereafter, peaceably and
 quietly have, hold, use, occupy, possels and enjoy the said
 Grange or Farm, and all and singular the premisses,
 with the appurtenances conveyed & released, or meant,
 mentioned or intended to be conveyed or released by
 these presents, without the let, suit, trouble, disturbance
 or eviction of the said A. N. his heires or assigns,
 and without the lawfull let, sute, trouble, disturbance
 or eviction of any other person or persons lawfully
 claiming any estate, right, title, or interest, in, out
 of, or into the premisses, or any part thereof, from,
 by or under the said A. N. his heires, or assigns,
 or by his, their, or any of their means, act, consent
 assent, privity, agreement or procurement, other
 then of the said I. H. his Heires and assigns, claim-
 ing from the said A. N. by vertue of the assurance
 aforesaid: and also that all and singular the premisses
 and every part and parcell thereof, shall and may from
 time to time, and at all times for ever hereafter con-
 tinue and remain unto the said Sir M. H. his heires
 and assigns, free and clear, and freely, and clearly
 acquired, exonerated and discharged of, and from
 all and all manner of former and other gifts, grants,
 bargains, sales, &c. had, made, done, or committed by the
 said A. N. his heires or assigns, or by his, their or any
 of their means, act, assent, consent, privity, agreement
 or

or procurement (except before excepted) And the said A. N. doth further for himself, his Executors, &c. That he the said A. N. his heirs and assigns shall and will from time to time, and at all times before the feast of &c. next ensuing the date hereof, at the proper costs and charges in the Law of the said Sir M. H. Do and execute, or cause to be done and executed, all and every such further act and acts, thing and things, device and devices in the Law as shall be reasonably devised advised or required by the said Sir M. H. his heirs or assigns, or by his or their Counsel learned in the Law, for the better assuring, and sure-making of all and singular the premisses with the appurtenances unto the said Sir M. H. his heirs and assigns, according to the true intent and meaning of these preients; Be it by fine or fines, feoffment or feoffments, Deed or Deeds, inrolled or not inrolled, recovery or recoveries, with double or single Voucher or Vouchers, release, confirmation, warranty, or by any other waies or means whatsoever: In witness whereof &c.

A Deed of Revocation of certain uses.

TO all Christian people to whom this present writing shall come, R. R. of L. Esq; sends greeting &c. whereas the said R. R. in and by two several Indentures or Deeds indented bearing date the &c. whereof the one is made between the said R. R. and G. W. of &c. of the one part, and I. H. of &c. Gentleman of the other part, and the other of them is made between the said R. R. of the one part, and the said G. W. and I. H. of the other part, whereupon a fine was at rewards in due form of Law acknowledged by the said R. R. and A. his wife, did assure and entail unto the said R. R. and to the heirs of his body lawfully begotten, with certain remainders over, and among

amongst other things, all those Lands, Meadows, Pastures and hereditaments, with their appurtenances in N. in the County of &c. containing by estimation &c. and lately purchased by the said R. R. of one &c. and then in the tenure of &c. or of his assigns, and in and by the said several Indentures did likewise assure and entail unto the said R. R. and to the heirs of his body lawfully begotten, with certain remainders, over and amongst other things, all that the Mannor of Lindgate, with the royalties, rights, members and appurtenances thereof whatsoever in N. and A. in the County of &c. and all Lands, Tenements and Hereditaments to the same Mannor, then or late appertaining, or as part or parcel or member thereof, then before had, known or reputed, with the appurtenances in N. and A. afore- said, or either of them, containing by estimation, &c. then lately purchased by the said R. R. as in and by the said several Indentures or Deeds indented (amongst other things therein contained more at large doth and may appear) in which said several Indentures there is contained a proviso in these words following, that is to say, Provided alwaies, that if the said R. R. during his natural life, shall by his Deed or Deeds of revocation under his hand and seal testified by two witnesses or more, revoke, annihilate and void, or declare that he doth revoke, annihilate and make void all or any the uses and estates in and by these presents limited and raised, of or upon all or any of the said Mannors, Messuages, Lands, Tenements and hereditaments whatsoever in the said Fine to be contained, and in these presents mentioned, that then from and after the ensealing of such Deed or Deeds of revocation such of the said uses as shall be declared to be revoked, shall cease and be utterly void, frustrate and of none effect, and that then the said Fine of such parcel or parcels to be revoked, shall be to the only

use of the said R. R. and his Heirs for ever, any thing before in these presents contained to the contrary therof in any wise notwithstanding; as in and by the said proviso, in the said several Indentures mentioned and contained more plainly may appear. Now know ye that the said R. R. as well in consideration that the uses and estates of and in the said Mannour, Lands, Tenements and Hereditaments in the aforesaid Indentures of entail specified may remain & be touching the said uses and estates revoked & continue unto the said R. R. his heirs and assigns, to be disposed of at his or their pleasures, and also for divers other good and just causes and considerations him hereunto especially moving, and by vertue of the proviso contained in the said several Indentures above recited or mentioned, or otherwise, Hath revoked, annihilated and made void, and by this present deed of Revocation doth revoke, annihilate and make void the severall uses and estates in and by the said Indentures, or either of them raised or limited of or upon all the said Mannor of Lingate, with the Royalties, Rights, members and appurtenances thereof whatsoever in N. and A. aforesaid, or either of them in the said County of &c. and of all the said Lands, Tenements and Hereditaments to the said Mannor of Lingate, now, or of late appertaining or belonging, or as part, parcel, or member thereof, heretofore had known or reputed, with the appurtenances in N. and A. aforesaid; or either of them containing by estimation &c. late purchased by the said R. R. &c. And further the said R. R. for the consideration aforesaid, and by vertue of the said proviso contained in the said several Indentures, and otherwise hath revoked, annihilated, and made void, and by this present Deed of Revocation doth revoke, annihilate and make void the severall uses and estates in and by the said Indentures, or either of them, raised and li-

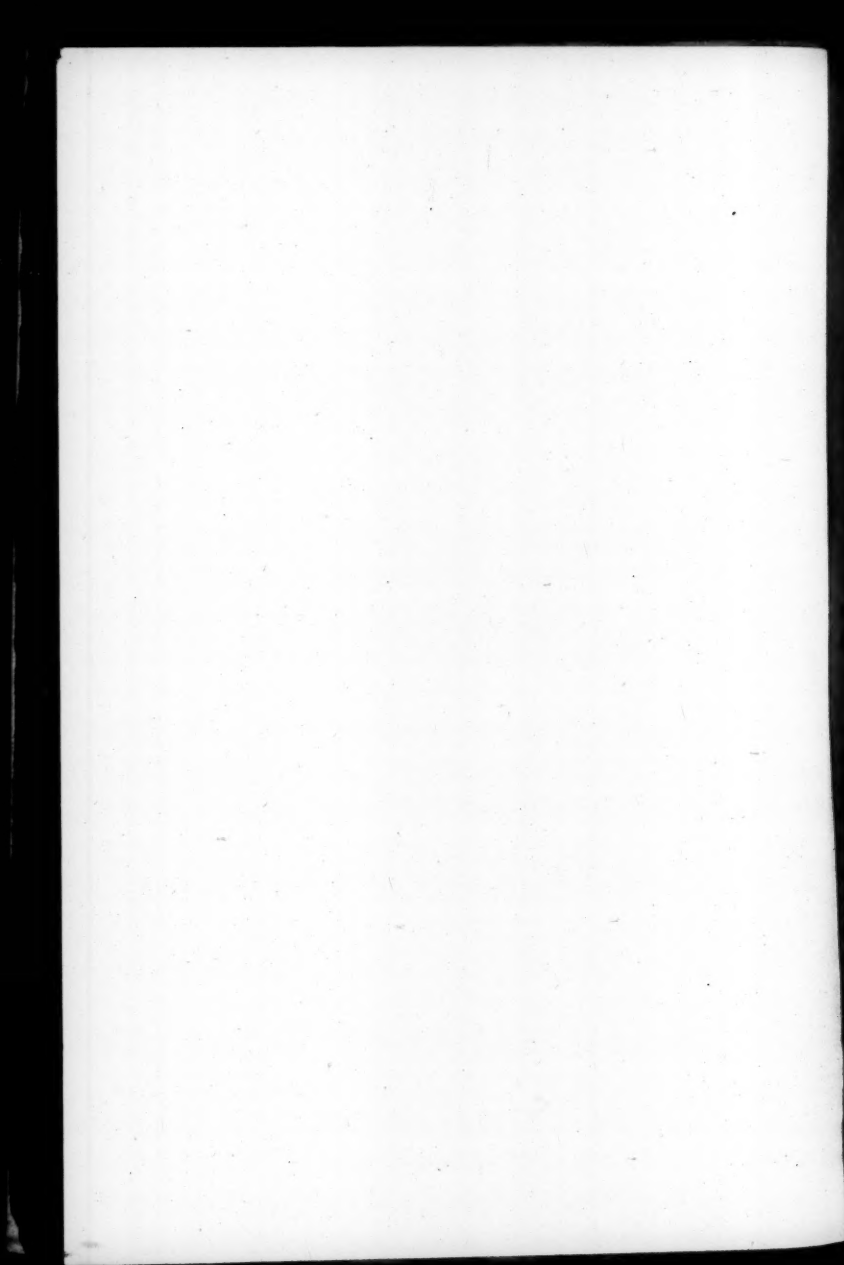
mitted of or upon one Close of land and pasture, called K-Close, containing by estimation &c. and of or upon one other close of land and pasture with the appurtenances, containing by estimation &c. in N. aforesaid, and of or upon two acres of erable land, by estimation, &c. in N. aforesaid, now in the occupation, of &c. or of his Assigns. In witness &c.

A Grant of the Reversion of certain Lands.

This Indenture made &c. between R. W. of &c. of the one part: and C. D. of &c. of the other part: Witnesseth, That the said R. W. for and in consideration of the sum of &c. hath granted, bargained and sold, and by these presents doth fully, clearly and absolutely grant, bargain and sell unto the said C. D. his Heirs and Assigns for ever, all that his right, title, use, interest, reversion and remainder of, and in all and singular, &c. now or late in the tenure or occupation of &c. which said Messuage and other the premises with the appurtenances, he the said R. W. hath, should or ought to have by and after the decease of A. W. Mother of the said R. Which said Messuage or Tenement, Barn, Orchard &c. with the appurtenances; R. W. deceased, late father of the said R. W. party to these presents, By his last Will and Testament devised, willed and bequeathed unto the said A. W. for and during the naturall life of the said A. W. & the immediate reversion or remainder thereof to the said A. W. and his heirs for ever: Together with all the Deeds, Evidences, Charters, Escripits, Writings and Minuments, which he the said R. W. or any other to his use, or by his consent or delivery, have or hath, touching or concerning the said Messuage or Tenement, and other the premises, or any part or parcel thereof: All and singular which said Deeds, Evidences, Charters &c.

&c. the said R. W. hath already delivered at and be-
 fore the enfealing and delivery of these presents ; To
 have and to hold the said reversion and remainder, and
 all the estate , right, title, interest &c. of the said R. of
 in and to the said Messuage or Tenement and other the
 premisses with the appurtenances, before by these pre-
 sents bargained and sold, or meant mentioned or inten-
 ded to be hereby granted, bargained and sold, and eve-
 ry part thereof, immediately from and after the decease
 of the said A. W. the Mother unto the said C. D. his
 Heirs and Assignes for ever, to the only proper use of
 the said C. D. his Heirs and Assigns for ever. And the
 said R. W. for himself, his Heirs &c. That he the said
 R. W. at the day of the date of these presents , is law-
 fully and solely seized of and in the reversion and re-
 mainder of the said Messuage or Tenement, &c. of other
 the premisses with the appurtenances, immediatly from
 and after the decease of the said A. W. of a true and
 perfect estate of inheritance in the Law in Fee to his
 own use without any manner of Condition , Mortgage
 or redemption. And further, that the said reversion
 or remainder of the said Messuage or Tenement , and
 of other the premisses with the appurtenances, from, by
 and after the decease of the said A. W. the Mother, and
 at the day of the date hereof, are and be, and so at all
 times from henceforth shall be and continue, free, clear
 and clearly acquitted, exonerated and discharged , and
 freely saved harmless by the said R. W. his Heirs, Exe-
 cutors and Administrators, of and from all and every
 former and other bargains, sales, gifts, grants, leases, sta-
 tutes merchant and of the staple recognizances , join-
 tures, dowers, wils, entails, intrusions , rents charge,
 rents-seek, arrerages of rents, and of and from all o-
 ther charges, titles, troubles, incumbrances and de-
 mands whatsoever, had, made, committed, suffered or
 done by &c. In witness &c.

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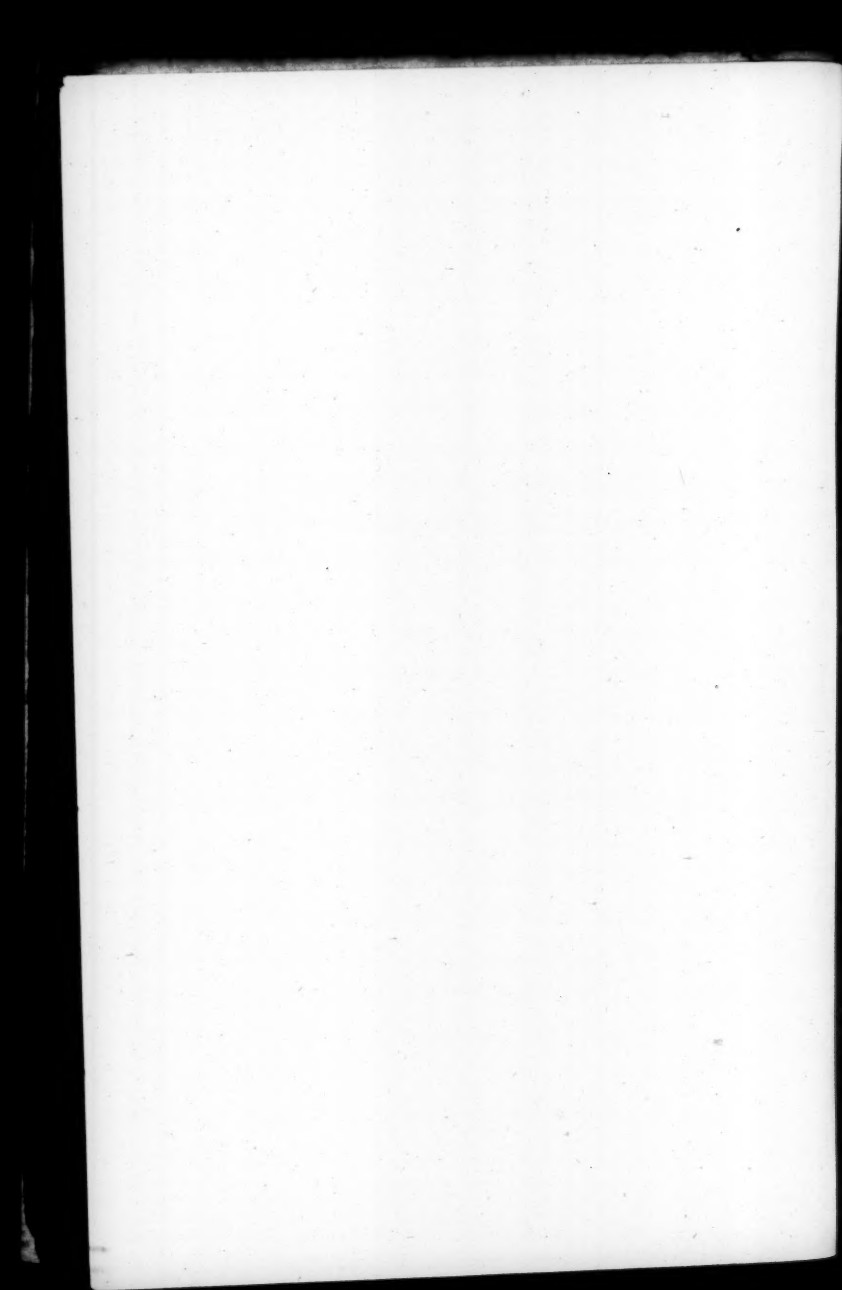


An Assignment of a Recognizance, with very good covenants therein inserted.

THis Indenture made the &c. Between T. P. of &c. Gentleman, on the one part; and C. D. and R. D. of &c. on the other part, Witnesseth, That whereas W P. of &c. Son and Heir apparent &c. by one Recognizance acknowledged in his Majesties High Court of Chancery bearing date &c. hath acknowledged himself to owe and stand indebted unto the said T. P. in the sum of &c. payable to the said T. or to his certain Attorney, his Executors or Administrators in manner and form, as by the said Recognizance, together with a certain condition thereunder written in the said Court of Chancery enrolled, & remaining on Record more at large it doth & may appear. Now the said T. P. for divers considerations him thereunto moving, hath granted, bargain'd, assigned & set over, & by these presents doth &c. unto the said C. D. & R. D. the said Recognizance, & all & every sum and sums of money therein contained, and all the profits, benefits, advantages, & commodities, which shall or may in any wise hereafter, grow, be had, made, gotten, arise, accrue or come to the said T. his Executors or Assigns, upon or by reason of the said Recognizance, or any thing therein contained. And also the said T. P. doth by these presents authorize and appoint, constitute, ordain, and make the said C. and R. their Executors, Administrators and Assignes, and every of them, his Attorney and Attorneys irrevocable of and for the said T. P. his Executors and Administrators, and in his and their name names, to sue and prosecute all and every such law-suits, actions, executions, & process, assizes, executions, & processes, as shall or may be commenced, sued or tried, upon or concerning the said Recognizance, or any

sum or summes of mony, debts, duties or demands whatsoever in the same contained, comprized or specified or by reason thereof to be had or obtained: And other attorney or attorneys, for or under them or any of them or in their or any of their behalfs to substitute, make and ordain, and the same disallow, change or remove when and as often as they the said C. R. their executors, administrators or assigns, or any of them shall think good. And the same summe and summes of money, profits, commodities and demands, and every of them, or any other thing in satisfaction thereof, to receive, have, take and enjoy to the only proper use and behoof of the said C. and R. their executors and assigns, or any of them; And therefore or for the same to make any composition, agreement or discharge whatsoever, which they the said C. R. their executors, administrators and assigns, or any of them shall think good: And also the said T. P. for himselfe &c. That he the said T. P. his Executors, administrators and assigns, shall and will quietly permit and suffer the said C. and R. their executors, administrators and assigns, and every of them, at their or some of their own proper costs and charges, to prosecute, sue, implead and attempt at any time or times, and from time to time hereafter, All and every such lawfull and reasonable action, execution, sute, process and demand whatsoever, in the name or names of the said T. P. his executors, administrators or assigns, as he the said T. P. his executors, administrators or assigns, or any of them may, might, should or ought to have done, upon or by force or means of the said recognizance, or touching or concerning any sum or sums of money, duty or demand whatsoever concerning the same; or any thing therein contained, comprized or specified, or any thing thereupon to be had or obtained: And that he the said T. P. his executors, administrators and assigns

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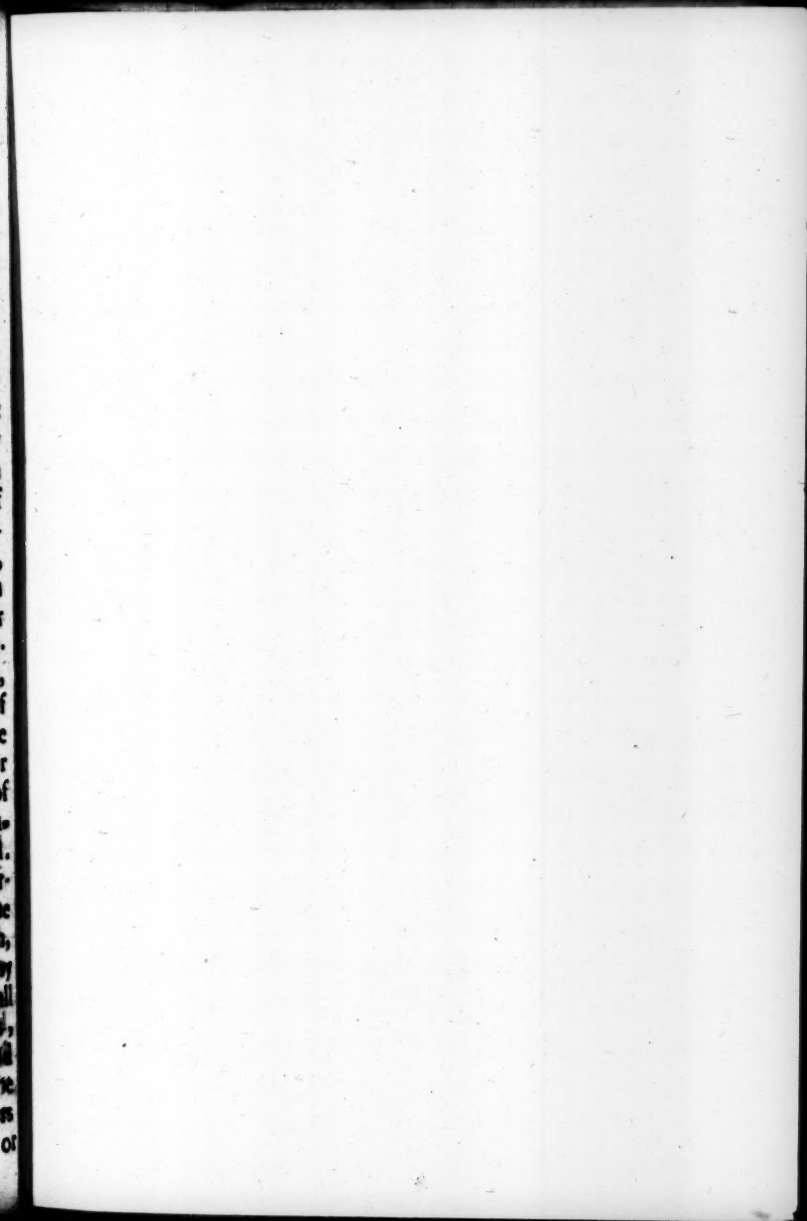


shall and will at every time and times hereafter, and from time to time, at and upon the reasonable request, and at the cost and charges of the said C. and R. or one of them, their or one of their executors, administrators or assigns; avow, justify and maintain all the said actions, suits, processes and demands: and that neither he the said T. P. nor his executors, administrators or assigns, shall at any time hereafter revoke, discontinue, discharge, release, or otherwise wittingly or willingly hinder or delay any such action, execution, suit, process or demand whatsoever, as shall be so attempted, pursued or had, as is aforesaid, or any of them, without the consent of the said C. D. and R. D. or any of them, first had and obtained; And also that neither he the said T. P. at any time heretofore hath received the sum of &c. nor hath released, extinguished, determined or in any wise discharged the said recognizance, or hath at any time done or committed, or shall hereafter without the special consent of the said C. and R. their executors, administrators, or assigns, or some of them, first had and obtained in writing, willingly do or commit any act or thing whereby or by reason whereof any such action, execution, suit, process or demand whatsoever shall be so attempted, pursued or had by the said C. and R. their executors, administrators or assigns, or any of them, in the name or names of the said T. P. his heirs, executors or administrators, upon, concerning or by reason of the said recognizance, or any thing or demand thereof to be had, shall or may be discharged, released, or barred; And also that they the said C. D. and R. D. their executors, administrators and assigns, and every of them, shall or may at all times hereafter have, receive and take to their own proper use and benefit, the whole Execution, benefit and commodity, and all and every summe or sommes of money, and other thing or things whatsoever, as at any

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time

time hereafter shall fortune to be recovered, had and
 obtained, by reason of the said recognizance, or any
 such action, suite, extent or execution, as shall or may
 be commenced, had, pursued, or obtained as is afore-
 said, without any let, charge, hinderance or interrup-
 tion of the said T. P. his Executors, Administrators
 or Assigns, or any other person or persons whatsoever,
 by his or their assent, consent, title, means or procure-
 ment, & without any account therefore to them, or any
 of them to be yielded or made; & also the said T. P. for
 himself &c. That he the said T. P. his Executors, Admi-
 nistrators and Assigns, and every of them, at all time &
 times hereafter, upon or within convenient time, after
 every reasonable request and warning do him or them
 unto be made or given, and at the Cost and Charges of
 the said C. D. and R. D. their Executors, Administra-
 tors or Assigns, or some of them, shall do, knowledge,
 and suffer, or cause to be done &c. all and every such
 lawfull warrant, and warrants of Attorney, and other
 lawfull and reasonable act and a dooing & things, de-
 vice and devices, as by the said C. D. R. or one of them,
 their Executors, Administrators or Assigns, or some of
 them, their or some of their Counsell learned in the
 Law shall be reasonably devised or required, either
 for the clear acquitting, cancelling or discharging of
 the said recognizance, or for the better obtaining, ha-
 ving, holding or assuring (to them the said C. and R.
 their Executors and Administrators, or to such per-
 son or persons as they, or the survivor of them, or the
 Executors or Administrators, or the survivor of them,
 shall name or appoint) the said recognizance, or any
 sum or sums of money therein mentioned, and of all
 costs or any summe or summes of money, Goods,
 Chattels, Lands, Tenements, Hereditaments, and
 other thing and things whatsoever, which he the
 said T. P. his Executors, administrators



or assigns, now are, or any of them is, or at any time hereafter shall be intituled unto, by force, or concerning the said recognizance, or any Execution, matter or thing thereupon to be had, sued or made, at the Election or Choice of the said C. D. and R. D. their executors, administrators or assigns, or any of them, and shall not release or discharge the said recognizance, or any Execution, matter or thing thereupon to be had, or any part thereof. In witness &c.

A Generall Release.

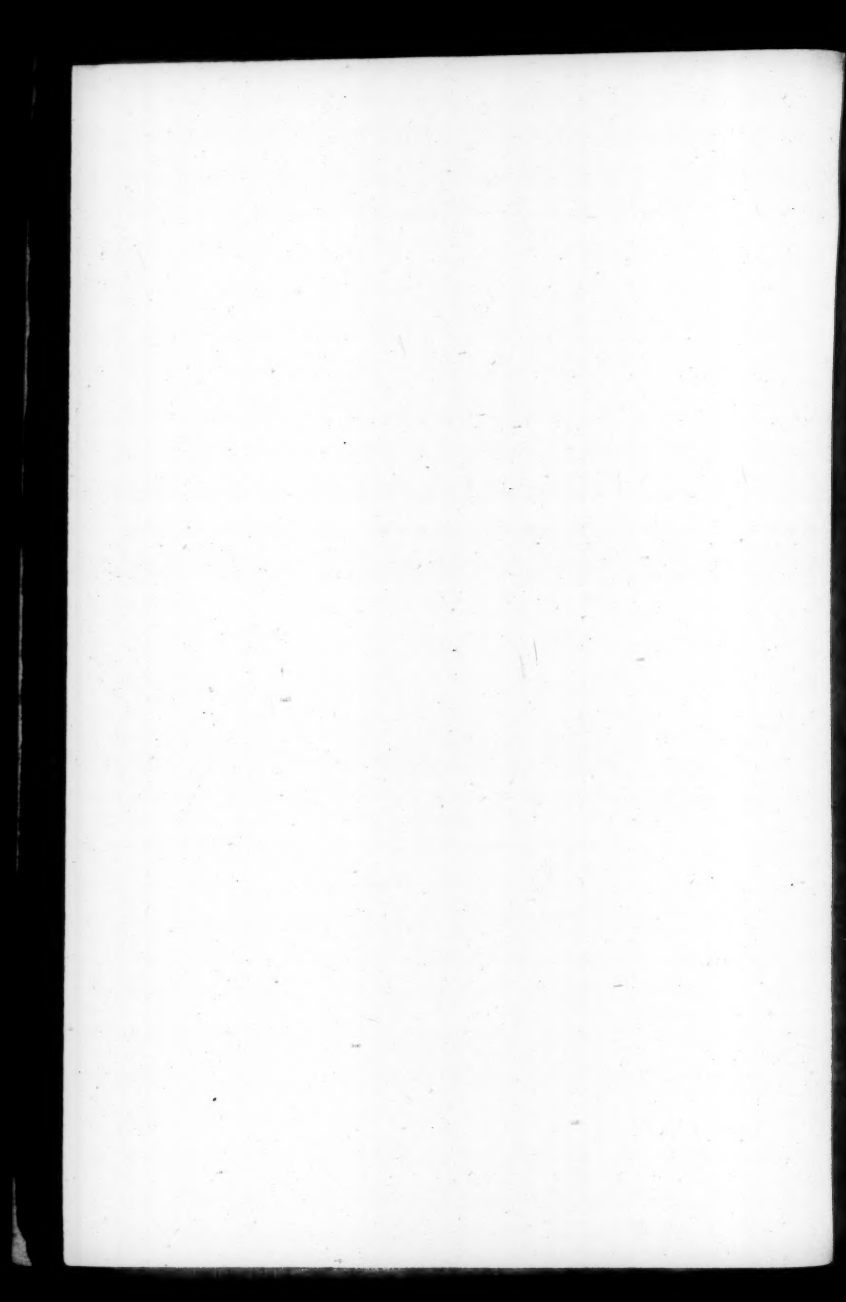
K Now all men by these presents, That I, A G. of &c. Gentleman, have remised, released, and for ever quit-claimed, and by these presents do for me my executors and administrators and every of us clearly and absolutely remise, release, and for ever quit-claim unto G. H. &c. his Executors and Assigns, all and all manner of Actions, Sutes, Quarrels, Debts, Duties, Bonds, Bills, VVritings obligatory, Reckonings, Accounts, and Demands whatsoever, which against the said G. H. ever I have had, now have, or which I, my Executors or Administrators, or any of us at any time hereafter shall or may have, for or by reason or means of any matter, cause, or thing whatsoever, from the beginning of the world until the day of the date of these presents. VVitness my hand and seal &c.

A Release from one that hath lost the Counterpart of his Lease.

TO all Christian people to whom this present writing shall come, H. B. of &c. sendeth greeting; VVhereas I, S. of &c. in and by one Indenture of Lease bearing

bearing date the 8^c. for the consideration therein expressed, did demise, grant, betake, and to farm-let unto me the said H. B. my Executors, Administrators and Assigns, (reciting the grant) In which said Indenture of Lease there are divers covenants, grants, articles and agreements, on the part and behalf of the said T. S. his Executors, Administrators and Assigns, to be observed, performed and kept, as by the same Indenture of Lease, among divers other thing and things therein contained, more at large appeareth. Now know ye that I the said H. B. for divers good causes and 8^c. have by these presents remised, released, and always of and for me, my Executors and Administrators for evermore quit-claimed unto the said T. S. his Executors, Administrators and Assigns, all and singular the Covenants, Grants, Articles, Provisoes, Conditions, Clauses, Sentences and Agreements whatsoever, in the said Indenture of Lease, mentioned or contained, which on the part and behalf of the said T. S. his Executors, Administr. or Assigns, are or ought to be observed, performed and kept, and also of & from all, and all manner of actions, suits, quarrels, benefits, commodities and advantages that shall or may happen to arise or grow, by reason or means of them, or by the breach, or not performing of all and every the said Covenants, Grants, Articles, Clauses and Agreements, or any of them; and also I the said H. B. have remised, released, surrendered, assigned and set over, and by these presents do remise, release, surrender, assign and set over, from me, my Executors, Administrators and Assigns, unto the said T. S. his Executors, Administrators and Assigns, all the Estate, Right, Title, Interest, Term of years, Property, Claim and Demand whatsoever, which I the said H. B. now have, or that I, my Executors, Administrators or Assigns, or any of us ought to have, or claim of, in and to all

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all and singular the premisses, to me the said I. B. in and by the said Indenture of Lease demised as aforesaid, and of, in and to every or any part or parcell thereof. In witness &c.

A Release of Fines and Forfeitures, due to the King, and to the Informer, upon the Statute of Recusancy.

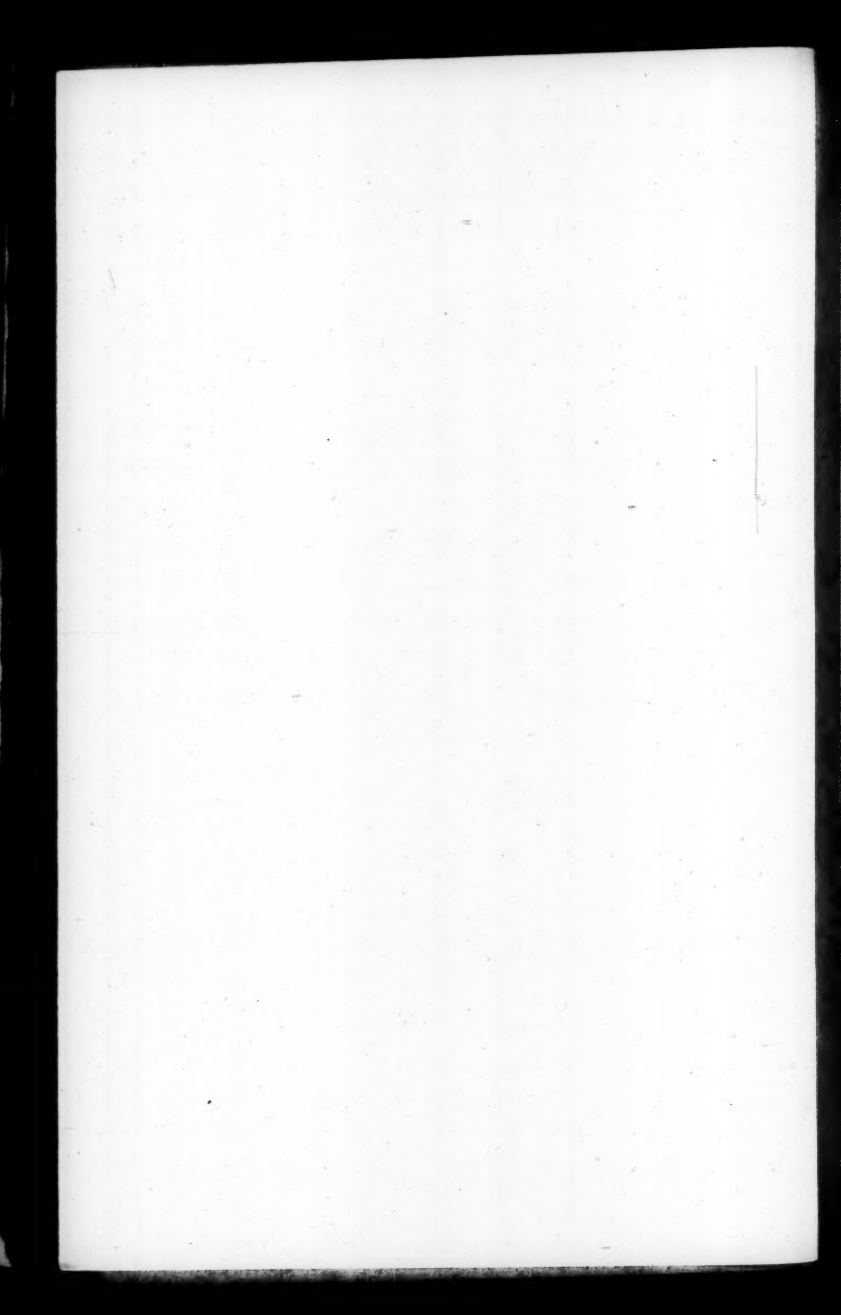
TO all people to whom this present writing shall come, I, A. S. of &c. send greeting; Whereas I the said A. S. in or about the first day of &c. did exhibit and preferre into the Kings Majesties Court of *Common-Pleas* at *Westminster*, one Bill of Information, touching, and upon the Statute of Recusancy against F. M. of &c. for the supposed Christening of a Child of the said F. contrary to the said Statute, and Lawes of this Realm, as by the same information depending and remaining in the same Court of *Common-Pleas* more at large appeareth. Now know ye, that I the said A. S. for and in consideration of a certain sum of lawfull &c. to me in hand paid by the said F. M. before the enscaling and delivery of these presents, have remised, released, and quit-claimed, and by vertue of one Indenture to me made and granted, from the Right Honourable R. Lord *Ewre*, and F. Lord *Morley*, for the prosecution, ending and compounding for, of all matters concerning the said Statute, do remise, release, and for ever quit-claim unto the said F. M. his Executors and Administrators, all, and all manner of actions, and causes of actions, suits, and troubles, now or at any time heretofore by my means or procurement prosecuted, and depending in his Majesties said Court of *Common Pleas* or elsewhere, against the said F. M. touching the Statute before mentioned, and all Fines, Forfeitures, penalties, sum and sums of money and demands due

and payable, or which of right ought to be due and payable either to our Sovereign Lord the Kings Majesty that now is, his Heirs or Successors, by reason or means of the breach, or non-performance of the said Statute, or to me the said A. S. my executors or administrators, by virtue of the Indenture aforesaid, or of any information in that behalf exhibited, or otherwise howsoever. And I the said A. S. for me my executors and administrators, by these presents do covenant and grant to and with the said F. M. his executors and administrators, That I the said A. S. my executors and administrators, and every of us shall and will at all times hereafter for ever, well and sufficiently maintain, uphold, make good and defend this present release to the said F. M. his executors and assigns, and every of them, against all persons that shall or may at any time hereafter deny, oppose or contradict the same, and also save harmless the said F. M. his executors and administrators, and every of them, from all actions, suits, charges and troubles that may or shall arise, be prosecuted or brought against the said party, by any other person or persons whatsoever, concerning the premises; In witness &c.

A Resignation or Release from one used in trust of all the benefit he might claim, by virtue of any covenant in the Indenture.

TO all Christian people to whom this present writing shall come, I, I. B. of &c. send greeting. Whereas by one Indenture bearing date the &c. made between R. O. of &c. on the one party, and the said I. B. and I. H. of &c. on the other party,

THE



he the said R. O. for himself, his Heirs, Executors and Administrators, and every of them, did covenant and grant, to and with me the said I. B. and the said I. H. our Executors and Assigns, That he the said R. O. should and would within the space of &c. next ensuing the date of the same Indenture, Convey and assure, or cause to be conveyed or assured to the said R. O. and E. H. daughter to R. H. of &c. with whom the said R. O. was then to be espoused, and to the Heirs of their bodies lawfully begotten, Lands, Tenements, and Hereditaments, of the full and clear yearly value of 1000 l. at the least; as by the said Indenture and Covenants therein contained, amongst divers other things more at large appeareth; And for performance thereof, according to the said Covenants, the said R. O. by his Obligation dated &c. became bound with Sureties to us the said I. B. and I. H. in the sum of &c. as by the same Bond may also appear. In which said Indenture and Bond, the name of me the said I. B. was onely used in trust, for the Benefit and behoof of the said E. H. Now therefore know ye, that I the said I. B. in discharge of the trust in me reposed, and at the request of the said E. H. have remitted, released, surrendered, resigned and set over, and by these presents, for me, my Executors, and Administrators, do freely and absolutely remise, release, surrender, resign and set over unto the said E. H. her Executors and assigns, all the estate, right, title, interest, use, trust, benefit, privilege and demand whatsoever, which I the said I. B. have, or may have, or claim of, in or to any sum of money, or other matter or thing whatsoever, in the said Indenture, Covenant and Bond, contained, mentioned and expressed, or in any of them: So as neither I the said I. B. my Executors or administrators
or

or any of us, at any time hereafter shall or will ask, claim, challenge, or demand any interest, use, benefit, trust, privilege, or other thing, in any matter whatsoever, by reason or means of the said Indenture, or any Covenant therein specified, or in or to the said Bond, or any sum of money therein mentioned, but thereof and therefrom, and from all actions, sures and demands, which I, my executors or assigns may have concerning the same, shall be utterly secluded, and for ever debarred by these presents. *In witness &c.*

An Indenture for justifying of actions upon setting over of a Statute.

THIS Indenture made the &c. between R. W. of &c. on the one part; T. C. of &c. of the other part, Witnesseth, That whereas I. H. of &c. in and by one Statute of 800 l. now appertaining to the said R. W. as Executor of the last Will and Testament of the said &c. Now the said R. W. for divers good considerations him especially moving, hath given, granted, assigned and set over; and by these presents doth fully, clearly, and absolutely, give, grant, assign and set over unto the said T. C. his Executors, Administrators and Assigns, as well the said Statute staple aforesaid, as also all the debts of &c. in the same Statute mentioned or contained, to the only proper use and behoof of the said T. C. his Executors Administrators and Assigns for ever. And further the said R. W. covenanteth &c. that he the said R. W. his Heirs and Executors, and the Administrators that hereafter shall happen to be of the Goods, Chattels and Credits of him the said R. W. and every of them, at all times, and from time to time hereafter (upon request) shall maintain, justify and allow all and every

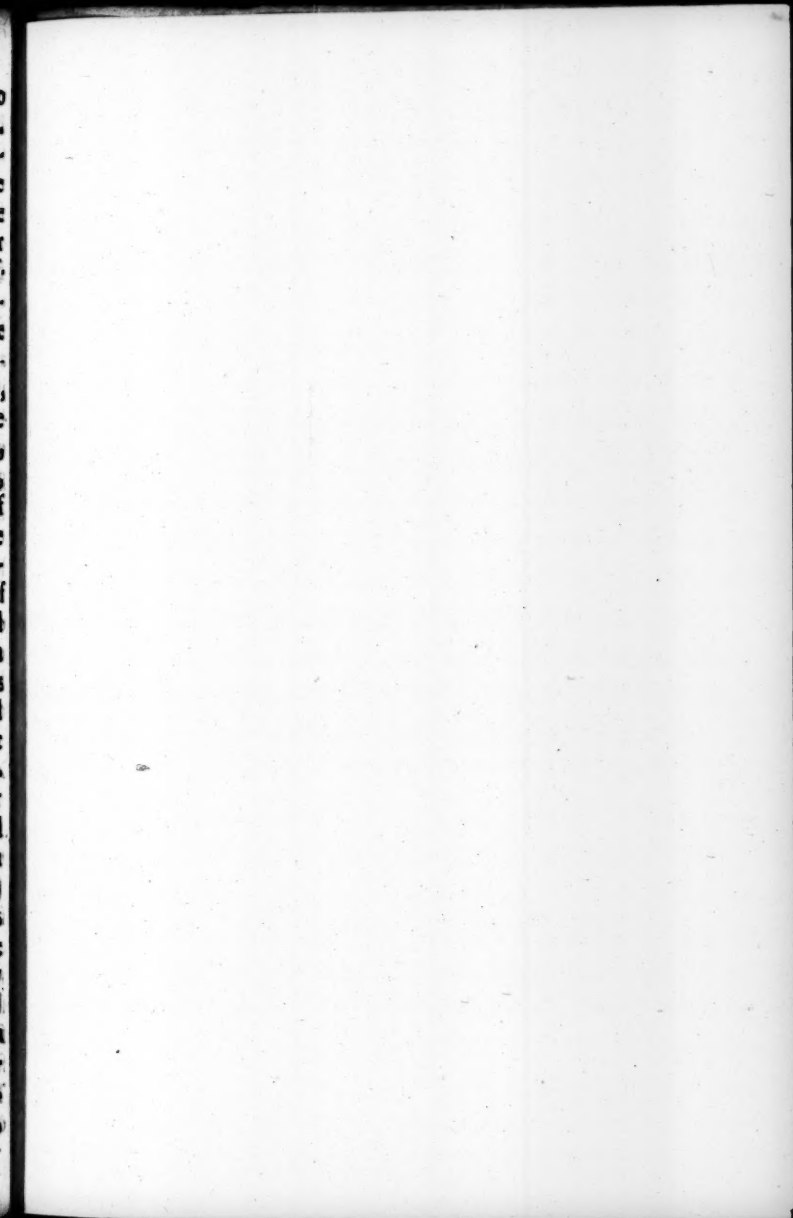


very such Action and Actions, Writs, Sutes, Bills, Plaints, Executions, and Demands, whatsoever, as the said T.C. his Executors or Administrators, shall commence, pursue or make in the name or names of the said R. W. his Executors or Administrators, that hereafter shall be of the Goods, Chattels, Credits and Debts of the said R. W. or in the name or names of any of them: and that it shall be lawfull to and for the said T.C. his Executors, Administrators and Assigns, and every of them, to take, receive, have, hold and enjoy for ever, to the onely use of the said T. C. his Heirs, Executors, Administrators and Assigns, all and every such sum and sums of money, costs and damages, satisfactions, commodities, profits and advantages whatsoever, which shall be gotten, recovered, obtained or had by reason of any the actions, writs, bills, plaints, executions and demands aforesaid: or by reason or means of any of them, without any impediment, denial or contradiction of the said R. W. his Heirs, Executors, Administrators or Assigns, that hereafter shall be of the Goods, Chattels or Credits of the said R. W. or any of them. In witness &c.

An Indenture between the Scavenger and the Raker for cleansing the streets.

THis Indenture made the &c. between R. C. S. P. and T. R. Citizens of London, Scavengers of and for the Parish of &c. on the one party, and E. D. &c. on the other party, Witnesseth, That the said E. D. in consideration of the sum of &c. to him to be paid in such form as hereafter in these presents is expressed, Covenanteth, promiset and granteth for himself &c. in manner and form following (That is to say) That he the said E. D. his Executors, Administrators or Assigns, shall and will (at his and their own proper costs

costs and charges) cleanse and make clean, or cause to be cleansed and made clean in the said Parish of &c. all the streets, lanes, alleys, and other places whatsoever, within the said Parish of &c. as the same have been heretofore used and accustomed to be cleansed and made clean, by any Carter or Raker in that behalf appointed, from the Monday next after the Feast of the Epiphany of our Lord God, commonly called Twelfth day, next ensuing the date hereof, untill the Monday next after the Epiphany of our Lord God, which shall be in the year of, &c. three times in every week weekly, during the said term; to wit, on every Tuesday, Thursday, and Saturday: And also at all other such times, and dayes, as the Lord Mayor of the said City of London for the time being, the Alderman of the Ward, His Majesties Privy Councill, or the Common Councill of the said City of London, or any of them, shall appoint or command the same; and from thence shall carry away and convey all such Channel-dirt, filth, sea-coal-ashes, sweepings of houses and streets, lanes, alleys and other places, of and within the said Parish of &c. unto some convenient Bastall for the same to be provided by the said E. D. his Executors, Administrators or Assignes, at his or their proper costs and charges (all rubbish and rûshes as shall happen to be laid out of the Parish Charch &c. during the said term onely excepted.) And fother, that he the said E. D. his Executors Administrators or Assigns, shall and will from time to time, and at all times during the said term, clearly acquit, exonerate, and discharge, and save and keep harmless the said &c. and every of them respectively, and their Successors in the said Office of Scavengers, during the said term of &c. of and from all and all manner of costs, charges, im-
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imprisonments, expences, and damages whatsoever, by them or any of them to be had or sustained, or otherwise put unto, during the said term, for or by reason of any negligence or default of the said E. D. his &c. in the premisses, or any part thereof. And they the said &c. do covenant for payment of the money at dayes agreed on &c. In Witness &c.

A Condition to pay a summe of money at two severall payments.

THe Condition of this Obligation is such, That if the above-bonded I. C. his Heirs, Executors, Administrators or Assigns, or any of them, do well and truly pay, or cause to be paid unto the above-named R. M. his Executors, Administrators or Assigns, at or in the now dwelling house of the said R. M. situate &c. the full summe of 8 l. and 2 s. of lawful &c. in manner and form following, (that is to say) on the last day of May next ensuing, 1. thereof, and on the &c. next &c. the other 4 l. 2 s. thereof, being the full remainder of the said sum &c. without fraud or coven, That then this present Obligation to be void and of none effect: But if default shall happen to be made in either of the payments aforesaid, contrary to the true intent and meaning of these presents, that then &c.

A Letter of Attorney to receive a debt only.

Now all men by these presents, That I, E. C. of &c. Gon. Man, have assigned, ordained and made

made; and in my stead and place by these presents put and constituted my trusty and well-beloved Friend F. L. of Sec. to be my true and lawfull Attorney, for me, and in my name, and to my use, to ask, sue for, levy, require, recover and receive of I. W. of Sec. Esquire, all and every such debts and sums of money, which are now due unto me by any manner of wayes or means whatsoever: Giving and granting unto my said Attorney my whole power, strength and authority in and about the premisses, and upon the receipt of any such debts or sums of money aforesaid, acquittances or other discharges, for me, and in my name to make, seal and deliver, and all and every such acts and acts, thing and things, device and devices whatsoever in the law, for the recovery of all or any such debts or sums of money, as aforesaid, for me, and in my name to do, execute and perform, as fully, largely and amply, in every respect, to all intents, constructions and purposes, as I my self might or could do, if I were there in mine own person present: ratifying, allowing and holding firm and stable, all and whatsoever my said attorney shall lawfully do, or cause to be done in or about the execution of the premisses, by virtue of these presents. *In witness &c.*

A Letter of Attorney General to receive debts and rents

K Now all men by these presents, that I A. W. Sec. Esquire, have assigned, ordained and made and in my stead and place, put and constituted my trusty and well-beloved Friend H. H. of H. Sec. to be my true and lawfull attorney, for me, in my name, to my use, to ask, sue for, levy, require, recover and receive of all and every person and persons whatsoever, all and every such debts, rents and sums of money as are now due unto me, or which at any day

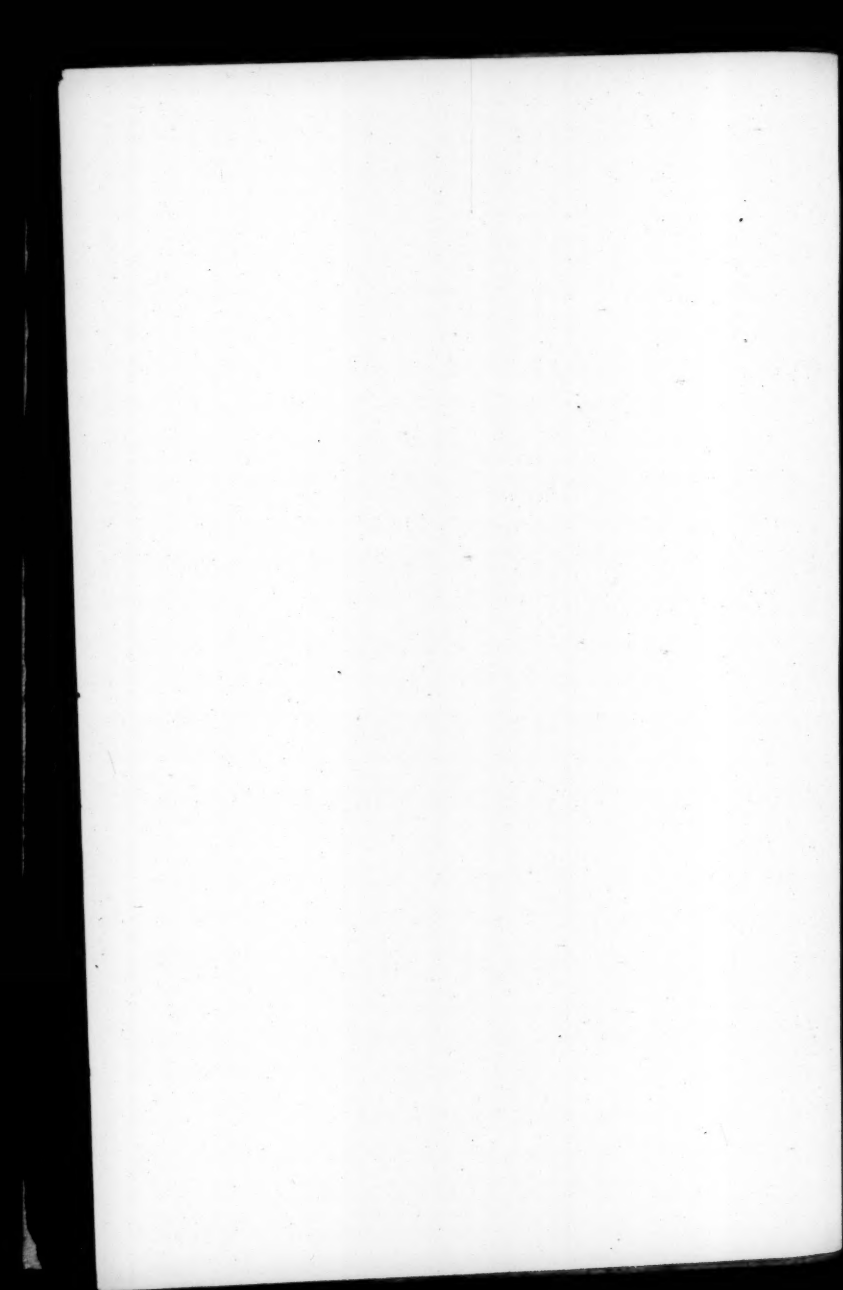
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made; and in my stead and place by these presents put and constituted my trusty and well-beloved Friend H. L. of Sec. to be my true and lawfull Attorney, for me, and in my name, and to my use, to ask, sue for, levy, require, recover and receive of I. W. of Sec. Esquire, all and every such debts and sums of money which are now due unto me by any manner of way or means whatsoever: Giving and granting unto my said Attorney my whole power, strength and authority in and about the premisses, and upon the receipt of any such debts or sums of money aforesaid, acquittances or other discharges, for me, and in my name to make, seal and deliver, and all and every such assents and acts, thing and things, device and devices whatsoever in the law, for the recovery of all or any such debts or sums of money, as aforesaid, for me, and in my name to do, execute and perform, as fully, largely and amply, in every respect, to all intents, constructions and purposes, as I my self might or could do, if I were there in mine own person present: ratifying, allowing and holding firm and stable, all and whatsoever my said attorney shall lawfully do, (or cause to be done in or about the execution of the premisses), by virtue of these presents. *In witness &c.*

A Letter of Attorney General to receive debts and rents

K Now all men by these presents, that I A. W. of Sec. Esquire, have assigned, ordained and made and in my stead and place, put and constituted my trusty and well-beloved Friend H. H. of H. Sec. to be my true and lawfull attorney, for me, in my name, and to my use, to ask, sue for, levy, require, recover and receive of all and every person and persons whatsoever, all and every such debts, rents and sums of money as are now due unto me, or which at any day

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daies, time or times hereafter, shall be due, owing, belonging or appertaining unto me by any manner of wayes or means whatsoever: Giving and granting unto my said Attorney, by the tenour of these presents, my full and whole power, strength and authority, in and about the premisses, and upon the receipt of any such debts, rents and sums of money aforesaid, acquittances or other discharges, for me, and in my name to make, seal and deliver, and all and every other act and acts, thing and things, device and devices in the Law whatsoever, needfull and necessary to be done, in or about the premisses, for the recovery of any such debts, rents and sums of money as aforesaid, for me, and in my name to do, execute and perform, as fully, largely and amply in every respect, to all intents, constructions and purposes, as I my self might or could do if I were personally present: ratifying, allowing and holding firm and stable whatsoever my said Attorney shall lawfully do or cause to be done in or about the execution of the same, by vertue of these presents. *In witness &c.*

A Condition to make an apprentice free of London, at the end of his apprenticeship.

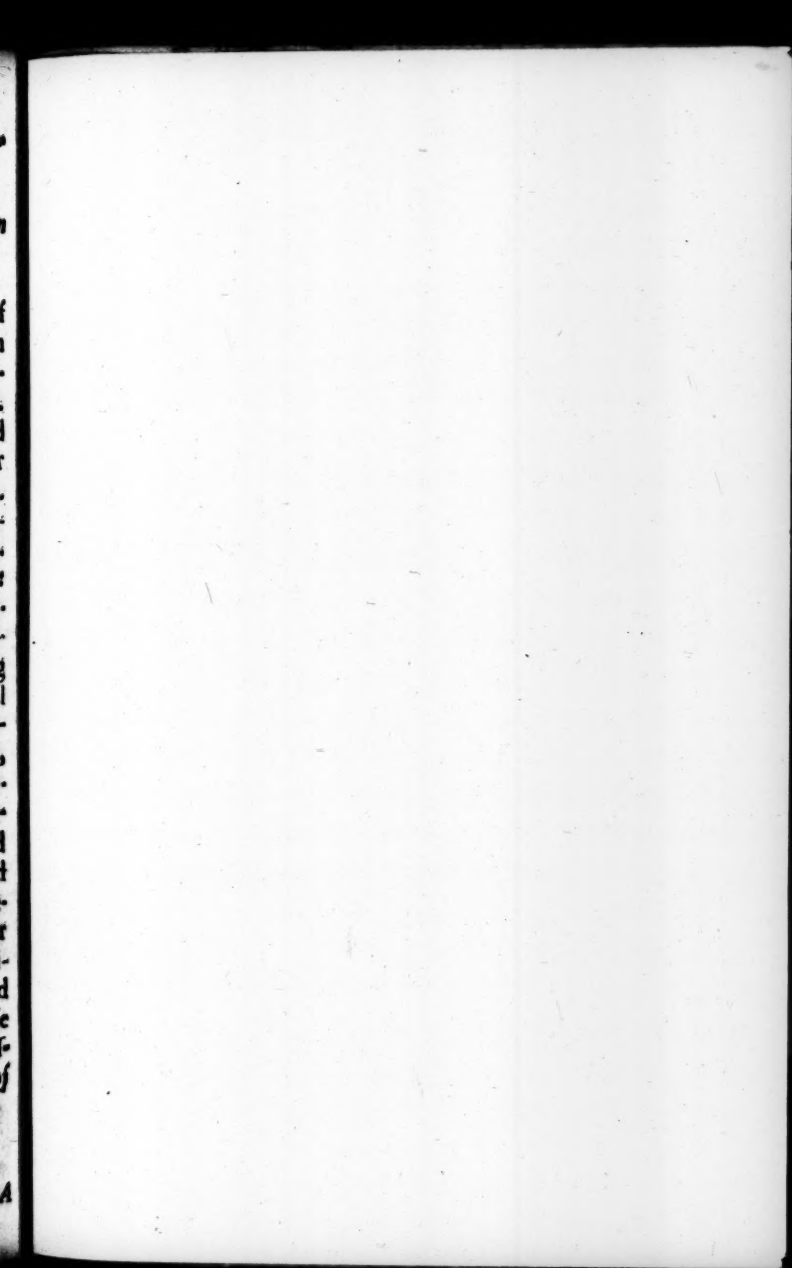
THE Condition &c. That whereas I. H. the son of &c. is to be the apprentice of the above-bound T. R. for the term of seven years, as by the Indenture in that behalf to be made shall appear: If therefore the said T. R. his executors, administrators or assigns, at the end of the said term of seven years, if the said I. H. shall be his apprentice, and shall dwell with and serve him as an apprentice) do, or shall make, or cause to be made the said I. H. a Freeman of the City of London, and of the Company of Cordwayners of the said City

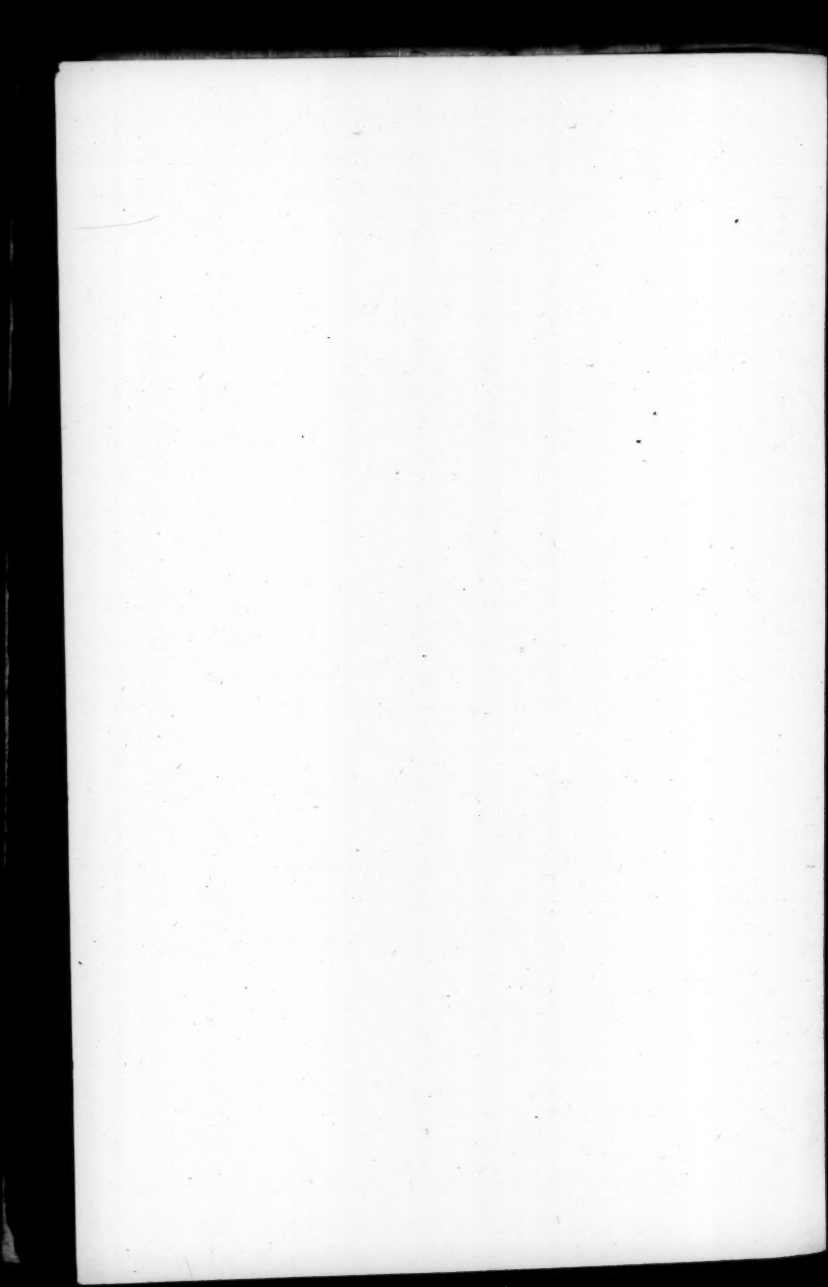
City, at the proper costs and charges of the said T. R.
That then &c.

A short Letter of Atturney to receive Money due upon Bond.

K Now all men by these presents, that I, T. A. of &c. have assigned, ordained, and made, and in my stead and place by these presents, put and constituted my trusty and wel-beloved Friend I. B. of &c. my true and lawful Atturney, for me, in my stead and name, and to my use and behoof, to ask, recover and receive of W. S. of &c. G. T. of &c. and L. M. of &c. the sum of &c. due unto me for the non-payment of the sum of &c. of like money, on the 20th. day of &c. last past, before the date of these presents: As by one Obligation with Condition thereunderwritten, bearing date &c. in the year &c. more plainly appeareth: Giving and by these presents granting unto my said Atturney, my full power and lawfull authority in the premisses, to do, say, perform, conclude and finish, for me, and in my name, as aforesaid, all and every such act and acts, thing and things, device and devices in the Law whatsoever, for the recovery of all the debts aforesaid, as fully, largely and amply in every respect, as I my self might or could do, if I were personally present; and upon the receipt thereof, acquitances or other discharges, for me, and in my name, to make, seal and deliver: Ratifying allowing, and holding firm and stable all and whatsoever my said Atturney shall lawfully do or cause to be done, in or about the execution of the premisses, by verue of these presents. *In witness whereof*
 &c.

Witness my hand and seal at the City of London the 10th day of January 1600





A Form of an award.

TO all Christian People to whom this present writing shall come, T. M. of &c. sendeth greeting, &c. Whereas divers controversies and debates heretofore have been had, moved, and yet are depending between H. D. of &c. of the one party, and O. L. &c. of the other party; for the appeasing and determining whereof, the said parties have submitted themselves, and are become bound each of them to the other, by their severall obligations, dated &c. in the sum of, &c. with Conditions upon the same Obligations endorsed, for the performance of all and every the Award, Arbitriment, Determination and Judgement of me the said T. M. Umpire, indifferently elected and chosen as well on the part and behalf of the said H. D. as on the part &c. To Award, Arbitrate, Determine and Judge of and concerning all and all manner of actions, suits, judgements, executions, accompts, reckonings, trespasses, strifes, variances, quarrels, controversies and demands whatsoever, had, made, moved, stirred or depending between the said H. B. on the one part; and the said O. L. on the other part, from the beginning of the world, untill the day of the date of these presents. So alwayes as the said Award &c. of me the said Umpire, for and concerning the premisses, be made and put in writing indented under my hand and seal, on or before the &c. as by the said severall Obligations, and their severall conditions more plainly appeareth. Now know ye, that I the said T. M. Umpire, as aforesaid, taking upon me the charge of the said Award, and Arbitriment, and having heard and viewed the sayings and allegations of either of the said parties concerning the premisses, &c. minding to set an unity and friendship

Concerning the same, do thereupon make and put in writing this my award, arbitrement, determination and judgement, between the said parties, for and concerning the premisses in manner and form following, that is to say, First, I do award, Arbitrate, Determine and Judge by these presents, That the said H. D. his Executors, Administrators or Assigns, shall well and truly pay &c. And I the said Umpire do also award &c. That he the said H. D. shall on the &c. at the Shop of &c. Seal, and as his absolute Deed Deliver to the said O. L. or to his use, a Release, Acquittance and Discharge, of, and for all and all manner of Actions, Sutes, Judgements, &c. from the beginning of the world, &c. In witness &c.

A Lease made in consideration of the surrender of a former Lease, for a longer time, with good Covenants.

THIS Indenture made the &c. between I. B. of &c. C. D. of &c. and I. D. of &c. on the one part, and T. W. of &c. on the other part, Witnesseth; That the said I. B. C. D. and I. D. as well for and in consideration of the surrender of one former lease dated the &c. made from the said I. B. C. D. and I. D. to H. W. brother to the said T. W. as also in consideration of the sum of &c. to the said I. B. in hand paid, before the en sealing and delivery of these presents, by the said T. W. the receipt whereof the said I. B. doth hereby acknowledge, and thereof, and of every part thereof, doth acquit & discharge the said T. W. his executors, administrators and assigns, by these presents, have demised, granted, & to farm letten, and by these presents do demise, grant, and to farm-let unto the said T. W. all those two Messuages or Tenements, with the appurtenances, and three-yard-land to the same belonging, situate, lying and being

being in the parish of &c. late in the several tenures of the said H.W. deceased, and of A. P. Widow, and now in the occupation of the said T.W. and the aforesaid A. P. together with the lops, tops and shreds of all the hedgerow, and hedges, growing in and upon Eleven Roods of Land in a field called *Arzons* field, and a furlong caled *B.furlong*, and also the lop and top of one hedge, growing in and upon a Close called *K. Close*, from the gate by the lane side; and together likewise with Common of Pasture for twelve Kine, and one hundred and twenty sheep in the Commons and fields of D. aforesaid, and all other fields, pastures, lands, meadows, feedings and grounds whatsoever, with the appurtenances of them the said I. B. C. D. and I.D. which late were in the occupation of them the said H. W. and A.P. or either of them in D. aforesaid, and together also with all Houses Edifices, Buildings, Barns, Stables, Orchards, Gardens, Back-sides, Courts, Wayes, Easements, Profits, Commodities and advantages whatsoever, to the said two Messuages, and other the premisses belonging or appertaining (except and alwayes reserved out of this demise, and grant, the bodies of all trees of Oake, Ash and Elm, now growing and being, or which hereafter shall grow, and be in and upon the premisses, or in and upon any part or parcell thereof, and also except one Barn, called the great Barn, and the Yard wherein the same standeth, which late were in the possession or occupation of G. B.)

To have and to hold the said two Messuages or Tenements, three-yard-land, Houses, Buildings, Barns, Stables, Orchards, Gardens, and all other the premisses, with their appurtenances, before by these presents demised, and every part and parcell thereof, (Except before Excepted) unto the said T. W. his Executors, administrators & assigns, from

from the Feast day of &c. before the date of &c. unto the full end and term of &c. from thence next ensuing and fully to be compleat and ended (if T. W. son of T.

W. party to these presents, G. W. and A.

Reddend. W. or any of them shall so long live)

Yielding & paying therefore yearly during the said term unto the said I. B. his Heirs and Assignes, the summe of &c. at two usuall Feasts or Terms in the year, That is to say, At the Feast of &c. and the Feast of &c. by even

To re-enter for and equall portions, and if it shall *non payment of* happen the said yearly Rent of &c. *the Rent.* to be behind and unpaid, in part or

in all, after either of the said Feasts in any year during the said term, in which the same ought to be paid, by the space of 28. dayes, being lawfully demanded, and no sufficient distress to be had or found, in or upon the demised premisses; That then and all times afterwards, it shall and may be lawfull to, and for, the said I. B. his heirs and assignes, and every of them, into all and singular the said demised premisses, and every part and parcell thereof, wholly to re-enter, and the same to have again, and enjoy as in his or their former Estate, and the said T. W. his executors and assignes, from thence utterly to expell and put out (this Indenture, or any thing before specified to the contrary notwithstanding) And the said T. W. party to these presents, his executors, administrators and assignes, shall and will from time to time, and at all times hereafter, during the continuance of this present Lease, at his and their proper costs and charges, well and sufficiently repair, uphold, sustain, maintain and keep the said Messuages or Tenements, and all other the demised premisses, in good and sufficient reparations, and the same so being well and

and sufficiently repaired, upholden and kept, in the end of the said term, or other sooner determination of this lease, shall leave and yield up unto the said I. B. his heirs or assignes, The said T. W. from time to time having and taking (by the Assignment and appointment of the said I. B. his heirs or assignes) sufficient Timber upon the said demised premisses for the reparations of the same, if any such Timber be there to be had, otherwise the said Timber to be found, and reparations done as aforesaid, at the proper provision, costs and charges of the said T. W. party to these presents, his executors and assignes, and that neither the said T. W. his executors or assignes, or his, or there Under-tenants shall commit any wast, or strip any Trees, Hedges, quick sets, mounds or fences upon the premisses; And the said I. B. for himself &c. doth covenant and grant, to and with the said T. W. &c. That the said two Messuages or Tenements, three-yard-land, and all other the aforesaid premisses, with the appurtenances, and every part and parcell thereof, now are and be, and so from henceforth, during the continuance of this present Lease shall be, and continue clearly acquitted, exonerated, and discharged of and from all and all manner of former Bargains, Sales, Gifts, Grants, Joyntures, Leases, Annuities, Rents, Arrerages of Rents, Statutes Merchant, and of the Staple, Recognizances, Judgements, Executions, Wils, Intails, Legacies, Titles, Troubles and Incumbrances whatsoever, had, made, committed, suffered or done, or to be had, made &c. by the said I. B. or by the said G. B. deceased, his Father, I. B. his Grand-father, & R. B. his Uncle, or by any of them, or by any of their heirs &c. or by any other person or persons or

That the premisses are discharged of incumbrances.

or by, or through their or any of their means , act,
 title, consent or procurement (one Lease heretofore
 made by the said G. B. of one Messuage or Tenement,
 and other things , parcell of the premisses before
 by these presents demised unto the said A. P. for
 and during the naturall life of the said A. where-
 upon the yearly Rent of &c. is reserved , and shall
 be from henceforth , during the continuance of the
 same Lease , due and payable unto the said T. W.
 party to these presents , his Executors , Admini-
 strators and Assigns, onely excepted and foreprized)
 And further, the said I. B. for himself, his Heirs
 Executors & Administrarors doth co-
To exchange a venant,&c. That if at any time here-
Life within after during the space of ten years
ten years. next ensuing the date of these pre-
 sents, the said T. W. or his Assigns,
 shall be minded to exchange, and put in one other
 Life in the stead and place of any of them , the said
 T.W. the son of G. and A. W. the party put out
 being then living, That then within three weeks next
 after request in that behalf made , and payment of
 &c. to the said I. B. in the consideration thereof,
 He the said I. B. his heirs or assignes , shall and
 will at the costs and charges of the said T. W. party
 to these presents , his executors or assignes, make,
 seal and deliver in due form of law unto the said T. W.
 party to these presents, his executors and assignes, one
 other good and sufficient lease for the residue of the
 said term which shall be then to come (if any two of
 the persons before named , and such other person as
 shall be then nominated & put in shall so long live, &
 under the like rents, covenants and conditions, as in
 these presents is expressed , (*Mutatis Mutandis*) And
 further, that the said T.W. party to these presents, his
 executors, administrators & assignes, and every of them ,
 under

under the Rents and Covenants herein before mentioned, shall and may peaceably and quietly, have, hold, possess and enjoy the said two Messuages or Tenements, three yard-land, and all other the before-demised premisses with the appurtenances, and every part thereof, during the whole term hereby granted, (it the said T. W. the son G. W. and A. W. or such other persons as shall be hereafter named, with two of them in the stead and place of any of them so dying, or exchanging, shall so long live) without the lawfull let, trouble, eviction or contradiction of the said I. B. his Heirs or Assigns, or of the Heirs, Executors or Assigns of the said G. B. deceased, or of any other person or persons whatsoever (except onely the said A. B. for her Lease before mentioned.) And the said C. D. and I. D. for themselves and either of them severally and respectively, and not the one for the other, nor the others act, and for their severall executors, administrators and assigns, do covenant, promise and grant, to and with the said T. W. party to these presents, his &c. That he the said T. W. his Executors, Administrators and Assigns, and every of them, shall and may according to the tenour and true meaning of these presents, peaceably and quietly have, hold and enjoy all the said demised premisses, with the appurtenances and every part thereof free and clear, and freely and clearly acquitted and discharged of and from all, and all manner of former bargains, sales, gifts, grants, leases, jointures, dowers, uses, wills, intailes, statutes, recognizances, judgements, extents and executions, and of and from all other estates, titles, troubles and Incumbrances whatsoever, had, made, committed, suffered or done by them the said C. D. and I. D. or either of them, or by any other person or persons, by their or either of their means, act, title,

or procurement. And lastly, the said I. B. for himself &c.
 that he the said I. B. his heirs and assigns, &
 For further every of them, shall and will at all times
 assurance, hereafter, & from time to time upon request
 made, at the costs and charges in the Law
 of the said T. W. party to these presents, his executors
 or assigns, or some of them, make, do and execute,
 or cause to be made, done and executed, all and e-
 very such further and other reasonable act and acts,
 thing and things whatsoever, for the further and
 more better Assurance, Surety, sure-making, and
 conveying of the said demised premisses, with the
 appurtenances, and every part thereof unto the said
 T. W. party to these presents, his executors and
 assigns, during the time aforesaid, and in such man-
 ner and form, and upon such Rents, Covenants, and
 Conditions, as is before herein mentioned, according to
 the effect and true meaning of these presents, as by
 the said T. W. his executors or assigns, or by his or
 their Councill learned in the law shall be reasonably
 devised, or advised and required, In witness &c.

*A Grant of an Extent penned by Mr. Thomas Bromley,
 then Solicitor.*

THis Indenture made &c. between B. D. of &c. and
 W. D. of &c. on the one party, and T. B. G. B.
 and T. O. of &c. on the other party, Witnesseth,
 That whereas the Right Honourable
Recitall of the E. Lord S. by the name of E. S. Esq;
Reconizances. by one Recognizance, bearing date,
 &c. taken, knowledged, and Sealed,
 before Sir R. D. Knight, Lord Chief Justice of Eng-
 land, according to the form of the Statute for the
 Recovery of Debts in that case provided, standeth
 bound

bound to the said I. D. in the sum of &c. Payable
&c. as by the same Recongnizance &c. and whereas
also the said I. D. hath extended, and to him is deli-
vered in the Execution, the Mannor of N. with the ap-
purtenances in the County of &c. at the yearly Rent
of &c. for non-payment of the said sum of &c. Now the
said I. D. for divers good causes and considerations him
hereunto especially moving, hath granted, assigned and
set over, and by these presents doth grant, assign, and
set over unto the said W. D. T. B. G. B. and T. O. all the
estate, right, title, interest, and demand whatsoever,
which he the said I. hath by reason of the said extent,
of, in and to the said Mannor of N. with the appurte-
nances, and of, in and to every part and parcel thereof,
and in and to all and singular messuages, lands, tene-
ments, meadows, leases, pastures, feedings, rents,
reversions, services and hereditaments, with the ap-
purtenances so extended and delivered in execution,
as aforesaid: And the said I. D. for himself &c. That
he the said I. D. his Executors, Administrators or
Assigns, at any time or times hereafter, shall not
do any act or acts, thing or things, whereby the said ex-
tent and extents, or the estate, title or interest of the
said W. D. &c. or any of them, or of the executors,
administrators or assigns of them, or any of them,
by reason of the said extent, may be in any wise hurt,
hindered, impeached, discharged, undone, or made
void. And further, that he the said I. D. his heirs,
executors and Administrators, shall and will, at the
reasonable request, costs and charges in the Law of
the said W. D. or any of them, do and suffer to be
done, made and acknowledged all and every such law-
full and reasonable act and acts, thing and things, de-
vice and devices in the law whatsoever, for the fur-
ther assurance, surety, sure making and conveying of
the premises, for and during all the time and term
of

of the said extent and execution, unto the said T. B. G. B. and T. O. as by the learned Councell of them, or any of them, shall be reasonably devised or advised and required. In witness &c.

An Assignment of a Bond for performance of Covenants.

TO all Christian people &c. I. I. sendeth greeting &c. Whereas R. D. of &c. by his Obligation bearing date &c. became bound unto the said I. I. in the sum of &c. conditioned for performance of Covenants contained in one pair of Indentures of bargain and sale of the Inne called K. in G. in the &c. with certain lands thereunto belonging: which Inne and premisses are now by the said I. I. bargained and sold unto M. W. of &c. his Heirs and Assignes. Now the said I. I. for the better enjoying of the said Inne, and other the Lands and Tenements thereunto belonging, Hath as much as in him is, Assigned and set over, and by these presents doth fully clearly and absolutely assign and set over unto the aforesaid M. W. his heirs, executors and assigns, the said recited Obligation, and all sum and sums of money therein mentioned, and the benefit and advantage thereof to be had and made. And the said I. I. for himself &c. doth covenant and grant to and with the said M. W. &c. That he the said M. W. his heirs, executors, administrators and assigns, shall and may in lawfull manner, at his and their cost and charges, in all things, from time to time, and at all times hereafter, sue for, levy, recover and enjoy all sum and sums of money, benefit and advantage whatsoever, which shall or may be gotten by vertue, force or means of the said recited Obligation, in the name of the said I. I. his executors or administrators,

without

without any manner of non-sute, release, trouble, denial or interruption of the said I. I. his executors or administrators, unless it be by consent of the said M. W. his heirs or assigns in writing first had and obtained. And the said M. W. for himself, &c. doth Covenant &c. That he the said M. W. his executors or administrators, shall and will from time to time, and at all times hereafter, save and keep harmless the said I. I. his executors or administrators, and every of them, off and from all and all manner of costs and charges, to arise by means of any sute, upon or by reason of the said Obligation. In witness &c.

A Release of Annuity.

TO all Christian people &c. We N. B. and A. B. of &c. send greeting &c. Whereas Sir I. B. of &c. by his Deed indented bearing date &c. for the considerations therein mentioned, did give and grant unto W. L. and R. P. of &c. one Annuity or yearly Rent of &c. to be issuing and going out of all and singular the Mannors, Messuages, Lands and Tenements called H. and L. within the parish of &c. and out of all the Lands, Tenements and Hereditaments with the appurtenances in H. and L. within the said parish of &c. in the said County of &c. To have, hold, perceive, and enjoy all the said Annuity or yearly rent of &c. to the said W. L. and R. P. their Executors or Assigns, for and during the natural life of the said Sir I. B. the said Annuity or yearly rent of &c. to be payable and paid to the said W. and R. their Executors and Assigns, during the life of the said Sir I. B. at two Feasts in the year, viz. at the Feast of &c. at or in the &c. as by the same Deed indented thereof made, more at large it doth and may appear. Sithence which time, the said W. L. is dead, and the said

said R. P. him survived. And whereas also the said
 R. P. by his Deed indented, bearing date &c. for the
 considerations therein mentioned, did demise, grant,
 bargain and sell unto the said N. B. his executors
 and assigns, the said Annuity or yearly rent of &c.
 And every part thereof, To have and to hold unto
 the said N. B. his executors and assigns, from and
 during the term of &c. from thenceforth next and
 immediately ensuing, and fully to be complete and
 ended, if the aforesaid Sir I. B. should so long live,
 as in and by the said Indenture last mentioned more
 &c. Now know ye, that we the said N. B. and A. B.
 for and in consideration of a certain competent sum
 of lawfull money of *England* to us in hand paid, at
 and before the &c. by G. S. and R. G. of &c. Es-
 quire, whereof and wherewith &c. have remised,
 released and quit-claimed, and by these presents for
 us and either of us, our and either of our executors
 and assigns, and every of us, do fully, clearly and
 absolutely remise, release and for ever quit-claim unto
 the said G. S. and R. G. their heirs and assigns,
 and every of them, in their, or some, or one of their
 full and peaceable possession as well the said Annuity
 or yearly rent of &c. before mentioned, and every part
 and parcell thereof. And all rents, arretages of
 rents, penalties, forfeitures, *nomina pœna's* and dis-
 tresses whatsoever, at any time or times heretofore
 due or forfeited by reason of the non payment of the
 said Annuity or yearly rent of &c. or any part
 and parcell thereof: As also all the estate, right, title, in-
 terest, property, term and terms of life, lives and
 years, reversion, claim and demand whatsoever,
 which we the said N. B. and A. B. or either of us,
 our or either of our executors or Assigns, now have,
 may, might, should or in any wise ought to have or
 claim

claim, of, in and to the said Annuity or yearly rent of &c. above-mentioned, or any part thereof, by force and vertue of the said severall Deeds indented, above recited or mentioned, or either of them, or otherwise howsoever. To have and to hold the said annuity or yearly rent of &c. and the estate, right, title, interest of all other the before mentioned premisses, with the appurtenances, and every part and parcel thereof, unto the said G. S. and R. G. their heirs and assigns for ever, so as neither we the said N. B. and A. B. or either of us, our or either of our executors or assigns, or any of us, shall or will at any time hereafter, ask, claim, challenge or demand, any estate, right, title or interest, in or to the said annuity or yearly rent of &c. or any part thereof. But thereof and therefrom, and from all actions, suits, titles and demands concerning the same, shall be utterly secluded, and for ever debarred by these presents. *In witness whereof* &c.

A short Lease of certain Tithes.

THis Indenture made the &c. Between Sir E. S. of &c. on the one part, and M. D. of &c. on the other part, Witnesseth, That the said Sir E. S. for divers good causes and considerations him moving, and especially of the good opinion he hath and conceiveth of the said M. D. hath de- *Grant.*
 granted, betaken and to farm-letten,
 and by these presents, doth &c. unto the said M. D. and his assigns, all that the Tythes of Corn, Grain and Hay yearly comming, renewing and growing within the Township of &c. and within the Lordship of &c. in the County of G. *Habend.*
 and now held by E. L. of &c. To have and to hold, perceive, take & enjoy all the said Tythes
 of

of Corn, Grain, and Hay, unto the said M. D. and his assigns, from and immediately after the date of these presents, unto the full end and term of 21 years, from thence next ensuing, and fully to be complete and ended; and that in as large and ample manner as the same

lately were held and enjoyed by the
Reddend. said E. L. Yielding and paying there-
 fore yearly during the said term, unto
 the said Sir E. S. his heirs and assigns, the sum of &c.
 at the Feast of &c. at one whole entire payment.

And if it shall happen the said yearly
A nomine pœna Rent of &c. to be behind or unpaid, in
for non-payment part or in all, by the space of &c. next
of the rent. following the said Feast, being lawfully

demanded; that then for every such
 default, the said M. D. or his assigns, shall forfeit and
 pay unto the said Sir E. S. his heirs and assigns the sum
 of &c. over and besides such arrerages, as then shall
 happen to be behind and unpaid; And the said Sir
 E. S. for him, his heirs, executors and administrators,
 doth covenant &c. That he the said M. D. his exe-
 cutors and assigns, shall and may at all time and times
 from henceforth, for and during all the said Term
 hereby granted, peaceably & quietly have, hold, occupy,
 possess and enjoy, all the said Tithes of Corn, Grain &
 Hay (paying the rent before reserved) without any
 manner of lawfull let, eviction, disturbance or contradic-
 tion of the said Sir E. S. his heirs or assigns, or of any
 other person or persons, by his or their means, con-
 sent or procurement. In witness &c.

A Deed of Gift.

TO all people to whom this present writing shall
 come, I, A. B. of &c. send greeting &c. Know ye
 that I the said A. B. for, and in consideration of

the sum of &c. which I the said A. B. do owe and am indebted unto T. S. of &c. have Given, Granted, and Sold, and by these presents do fully, clearly, and absolutely give, grant, bargain, sell and confirm unto the said T. S. all and singular such my Goods, Chattels, and Implements of household, and Commodities whatsoever, as are contained and specified in a certain schedule hereunto annexed: *To have and to hold*, All and singular the goods, chattels, implements of household, and Commodities whatsoever as aforesaid, to the foresaid T. S. his executors, administrators and assigns, to his and their own proper uses and behoofs, for ever, thereof and therewith to do, use and dispose, at his and their will and pleasure, as of his and their own proper goods and chattels, without any manner of Challenge, claim or demand of me the said A. B. or of any other person or persons for me, in my name, by my cause, means, consent or procurement: And further, know ye, that I the said A. B. have put the said T. S. in full possession of all and singular the aforesaid premises, by the delivery unto him at the enseaing hereof, one Goblet of Silver, in name of all the said Goods. In witness whereof &c.

Another Deed of Gift.

TO all people &c. I, B. C. of &c. send greeting, Know ye that I the said B. C. as well for and in consideration of the naturall affection, and brotherly love which I have and do bear unto my well-beloved Brother P. C. of &c. as also for divers other good causes and considerations me at this present especially moving, have given and granted, and by these presents, do give, grant and confirm unto the said P. C. all

all and singular my Goods, Chattels, Leases, Debts, ready Money, Plate, Jewels, Rings, Household-stuff, Apparell, Utenfils, Brasse, Pewter, Bedding, and all other my substance whatsoever, moveable and immoveable, quick and dead, of what kind, nature, quality or condition soever the same are or be, and in what place or places soever the same be, shall or may be found, as well in mine own custody or possession, as in the possession, hands, power and custody, of any other person or persons whatsoever; *To have and to hold*, all and singular the said Goods, Chattels, Leases, Debts, and all other the aforesaid premises, unto the said P. C. his executors, administrators, and assigns, to his and their own proper uses and behoof, for ever freely and quietly, without any matter of challenge, claim or demand of me the said B. C. or of any other person or persons whatsoever, for me, in my name, by my cause, means, or procurement, and without any money or other thing therefore to be yielded, paid, or done unto me the said B. C.

Warrants

And I the said B. C. all and singular the aforesaid Goods, Chattels, and premises to the said P. C. his executors, administrators and assigns, to the use aforesaid, against all people do warrant, and for ever defend by these presents; and further, Know ye that I the said B. C. have put the said P. C. in peaceable and quiet possession of all and singular the aforesaid premises, by the delivery unto him at the ensealing hereof, one coyned piece of Silver, commonly called two pence, fixed on the seal of these presents. In witness &c.

A Release of Dower.

TO all people to whom this present writing shall come, Dame *Dorothy Williams* late the wife of Sir *David V Williams* Knight deceased, sendeth greeting &c. Know ye that the said Dame *Dorothy W.* for and in consideration of the performance of a former agreement, had and made between the said Dame *Dorothy VV.* and the said Sir D. W. her late husband, before their enter-marriage, hath remised, released, and for ever quit-claimed, and by these presents doth clearly and absolutely remise, release, and for ever quit-claim unto Sir D. W. Knight, T. W. and R. W. sons of the said Sir D. W. and to every of them, all and all manner of Dower, and right and title of Dower whatsoever, which she the said Dame *Dorothy VV.* now hath, may, might, should, or of right ought to have or claim of, in, or out of all and every the Mannors, Messuages, Lands, Tenements and Hereditaments whatsoever, which were the said D. W. at any time during the coverture between him and the said Dame D. situate and being in the Counties of &c. or in any or every of them, and all and all manner of actions, and writs of Dower whatsoever, so as neither she the said Dame D. W. nor any other for her, or in her name, any manner of Dower or Writ, or action of Dower, or any manner of right or title of Dower, of, or in the said Mannors, Lands, Tenements and Hereditaments, or of or in any part or parcel thereof, at any time hereafter shall, or may have, or claim or prosecute against the said Sir D. W. T. W. and R. W. nor any of them, their, nor any of their Heirs or assigns, but of and from the same shall be utterly debarred, and for ever excluded by these presents. *In witness &c.*

A Release from one that hath lost his articles of agreement.

BE it known unto all men by these presents, That I, E. VV. of &c. have remised, released, and quit-claimed, and by these presents do for me, my Heirs, Executors, Administrators and Assigns, and every of us, fully, clearly, and absolutely remise, release, and for ever quit-claim unto I. O. of &c. his &c. all and all manner of Actions, Sutes, Plaints, Pleas, Process and demands whatsoever, which against the said I. O. I ever had, now have, or at any time hereafter shall or may have by reason or means of any grant, Covenant, Contract, Promise, Bargain, Clause, or thing mentioned, contained, expressed, or declared, in or by certain Articles of Agreement Indented, bearing date &c. made between the said I. O. on the one part, and me the said E. VV. on the other part, touching or concerning the procuring of a Lease of a field or parcell of ground, erable, meadow or pasture, called the &c. of the yearly Rent of &c. lying &c. which said Lease, I do hereby acknowledge is procured and passed by the said I. O. according to my mind and desire, and of and from all Bonds, Bills, and writings obligatory, and all and every penalty, sum and sums of money in them or any of them mentioned, or contained, wherein or whereby the said I. O. is and standeth bound unto me for the performance of the Covenants, Grants, Articles and Agreements in the said Articles mentioned or contained. In witness &c.

A Form of a Will.

IN the Name of God Amen. The tenth day of &c. I, A. B. of &c, being sick in body, but of good and per-

perfect memory, thanks be to Almighty God, and calling to remembrance the uncertain estate of this transitory life, and that all flesh must yield unto Death when it shall please God to call, do make, constitute, ordain and declare, this my last VVill and Testament, in manner and form following, revoking, and adnulling by these presents, all and every Testament and Testaments, VVill and VVills heretofore by me made and declared, either by word, or by writing: and this is to be taken only for my last VVill and Testament and none other: And first, being penitent and sorry from the bottom of my heart for my sins past, most humbly desiring forgiveness for the same, I give and commit my soul unto Almighty God my Saviour and Redeemer, in whom, and by the merits of Iesus Christ, I trust and believe assuredly to be saved, and to have full remission and forgiveness of all my sins; and that my soul with my body at the generall day of resurrection, shall rise again with joy, and through the merits of Christ's Death and Passion possels and inherit the Kingdom of heaven, prepared for his elect and chosen; & my body to be buried in such place, where it shall please my Executors hereafter named to appoint: And now for the settling of my Temporall estate, and such Goods, Chattels, and Debts, as it hath pleased God, far above my deserts, to bestow upon me; I do order, give and dispose the same in manner and form following, (that is to say) first, I will that all those debts and duties as I owe in right or conscience to any manner of person or persons whatsoever, shall be well and truly contented and paid, or ordained to be paid, within convenient time after my Decease, by my Executors hereafter named; *Item* give and bequeath. In witness &c.

An Assurance of a Jointure to the Wife, with Remainder in tail.

THis Indenture made &c. between H. V. of &c. on the one part, and L. L. &c. and G. L. &c. on the other part, *Witneseth*, That as well for, and in consideration of a Marriage had and solemnized, between the said V. and A. now wife to the said H. V. and Sister of the said L. and G. for the great good will, love and affection, which the said H. hath and beareth to the said A. his Wife; and to the intent that the Messuages, Lands, and Tenements hereafter in these presents specified, shall come and continue in the issue of the said H. and A. in such sort, manner and form, as hereafter in these presents is expressed, mentioned, and declared; It is Covenanted, Granted, Condescended, Concluded and fully agreed upon, by and between the said parties to these presents, in manner and form following: And the said H. V. for the consideration aforesaid, doth covenant, grant and promise, for himself &c. to and with the said L. L. and G. L. their &c. by these presents, That he the said H. V. his heirs and assigns, and all and every other person and persons whatsoever, shall stand and be seized, of, and in all and singular those his Messuages, Lands, Tenements, Meadows, Leasons, Pastures, and Hereditaments whatsoever, with all singular their appurtenances in the Parish, Town and Field of C. aforesaid, in the said &c. which late were parcell of the possessions of the late dissolved Monastery of &c. and now be, or late were in the several Tenures or occupations of &c. and their assigns, and the reversion and the reversion of the premises, and every part and parcell thereof to the uses, purposes and intents hereafter in these presents expressed and limited, and to no other use

intent or purpose whatsoever, that is to say, to the use and behoof of the said H. V. for the term of his naturall life without impeachment, of, or for any manner of waste, and after his decease to the use and behoof of the said A. V. now wife of the said H. V. for the term of her naturall life, and after the decease of the said H. and A. his Wife, then to the use and behoof of such of the Children, between them the said H. and A. lawfully begotten, as the said A. by her last Will and Testament, or other writing to be signed and subscribed by her the said A. in her life time, shall limit, nominate and appoint: And if no such limitation, nomination, or appointment, shall be made by the said A. in her life time, then to the use of the heirs of the bodies of the said H. and A. between them lawfully begotten, and for &c. to the use of the right heirs of the said H. V. for ever: And further, the said H. V. for himself &c. doth Covenant &c. to and with the said L. L. and G. L. their Heirs &c. That he the said H. V. his heirs and assigns, shall and will permit and suffer the said A. V. and all and every other person and persons to whom the said Messuage, Lands, Tenements and other the premises, or any part or parcell thereof shall happen to come, or of right ought to come, by reason of these presents, peaceably and quietly to have, hold, occupy and enjoy all and singular the said Messuages, Lands, Tenements and Hereditamenta before by these presents expressed and mentioned, without any manner of let, trouble, eviction, disturbance, sute, vexation or expulsion of the said H. V. his heirs or assigns, or any other person or persons whatsoever, lawfully having, claiming or pretending to have, any estate or title, from, by or under the said H. V. his heirs or assigns, according to the intent, form, and true meaning of these presents. In witness whereof &c.

A Lease of a Fee-farm, and certain Lands, with necessary Covenants.

THis Indenture made &c. between C. B. of &c. on the one part: and T. W. of &c. on the other part, Wirneffeth; That the said C. B. for divers good causes and considerations him thereunto especially moving, Hath demised, granted, and to farm-letten, and by these presents doth demise &c. unto the said T. W. his Executors, Administrators and Assigns, all that his Messuage, Tenement or Farm-house called VV. with the appurtenances, and all Houses, Edifices, Buildings, Barns, Stables, Orchards, Gardens, Lands, Tenement, Meadows, Feedings, Pastures, Profits, and Commodities whatsoever, to the said Messuage, Tenement or Farm-house now belonging or appertaining, and being now in the tenure or occupation of the said T. VV. or of his Assignee or Assignees, situate, lying and being in the parish of

Exception. &c. Except and alwayes reserved unto the said C. B. his Executors and Assigns,

all and all manner of woods, and under-woods, hedges, rows and timber-trees, now standing, growing and being, or which hereafter shall stand, grow or be in and upon the demised premises, or in and upon any part or parcel thereof; and also except and alwayes reserved unto the said C. B. his Executors and Assigns, by the space and for the term of one whole year next before the end and expiration of the term of seven years, and one half year hereunder granted, the said Messuage, Tenement or Farm house, and one Close or parcell of ground, called VV. containing &c. be it more or less; Together with free liberty of ingress, egress, abiding and dwelling, into, out of, from and upon the said Messuage, Tenement and

Farm-

Farm-house, and one Close, called VV. by and during the said space and term of &c. next before the end and expiration of the said Term of &c. To have and to hold the said *Habend.* Messuage, Tenement or Farm house, Houses, Edifices, Buildings, Barns, Stables, Orchards, Lands, Meadows, Feedings, Pastures, and other the demised premisses, and every part and parcell thereof (except before excepted) unto the said T. W. his Executors, Administrators and Assignes, from the Feast day of &c. for and during the term of &c. and fully to be complete and ended. Yielding and paying therefore yearly, during the sayd term, unto the said C. B. his Executors and Assigns, the rent of &c. at four Feasts or Terms in the year most usuall (That is to say) at &c. by even and equall portions. And if it shall happen *Re-enter for non payment.* the said yearly rent of &c. or any part or parcell thereof to be behind and unpaid by the space of &c. next over or after any of the said Feast dayes, in which the same ought to be paid, being lawfully demanded, That then and from thenceforth, and at all times after it shall and may be lawfull to and for the said C. B. his Executors, Administrators and Assignes, into the said Messuage, Tenement or Farm house, Houses, Edifices, Lands, Meadows, Pastures, and all the demised premisses, with the appurtenances, and into every part & parcel thereof, wholly to re-enter, and the same to have again, re-possess and enjoy, as in his or their former estate. And the said T. W. his Executors, Administrators and Assigns, and all other the Tenants and Occupiers of the said demised premisses, or any part or parcel thereof, thereour, and from thence, utterly to expel, amove & put out, this Indenture, or any thing herein contained to the contrary thereof, in any wise notwithstanding.

For Reparation.

And the said T. W. for himself, doth covenant &c. in manner and form following (That is to say) that he the said T. W. his executors, administrators and assigns, at his and their own proper costs and charges, shall and will from time to time, and at all times hereafter during the said Term of &c. by these presents granted, when and as often as need shall require, well and sufficiently repair, support, sustain, maintain and amend the said Messuage, Tenement or Farm-house, and all the Houses, Edifices, Buildings, Barns and Stables thereunto belonging or appertaining, with the appurtenances, and every part and parcell thereof, in, by and with all and all manner of needful and necessary reparations whatsoever: And also shall and will at all times hereafter, and from time to time, during the said term, at his and their like cost and charges, well and sufficiently hedge, fence, ditch, enclose and amend all and singular the hedges, fences, ditches and inclosures belonging to the said demised premises, in, by and with all and all manner of hedging, fencing, ditching and enclosing, when and as often as need shall require, during the said term; And as well the said Messuage, Tenement or Farm-house, Houses, Edifices, Buildings, Barns and Stables, with the appurtenances, and every part and parcell thereof, so well and sufficiently repaired; As also the hedges, fences, ditches and enclosures aforesaid, well and sufficiently supported and amended, in the end of the said Term, or other determination of this present Lease, shall leave and yield up into the hands and possession of the said C. B. his executors, administrators and assigns,

*A Covenant
for planting
an Orchard.*

And the said T. W. for himself, his executors, administrators and assigns, doth covenant &c. That he the said

T. W.

T. W. his Executors, administrators and assigns, shall permit and suffer the said C. B. and his assigns, to plant and make in and upon some convenient place of the demised premisses, one Orchard, not exceeding the number of two acres of land, with such store of fruit-trees, and other trees, as the said C. B. or his assigns shall think meet; and the same Orchard and fruit-trees so made and planted, shall fence, preserve and keep so much as in him shall be, from spoil and hurt of Cattel, and from all other harm and destruction. And further, that the said T. W. his executors, administrators and assigns, shall at all times hereafter, and from time to time, during the said Term of &c. find and allow unto G. B. Widow, Mother unto the said C. B. competent and sufficient meat, drink, lodging, apparel, and all other necessities whatsoever, meet and convenient for her degree, and shall from time to time, & at all times, clearly

*A Covenant
for finding
meat, drink,
lodging appa-
rel & other
necessaries.*

acquit, exonerate and discharge the said C. B. his executors, administrators and assigns, and every of them, of, for and concerning the keeping of the said G. B. during the said Term of &c. before by

these presents granted. And Lastly, the said T. W. for himself doth

*Not to plow up
the Meadows.*

covenant &c. That he the said T. W.

his executors, administrators or assigns, nor any of them, shall not at any time or times hereafter during the Term, before, in and by these presents granted, plow up or otherwise deface or spoil the Meadow-ground belonging to the said demised premisses, or any part or parcell thereof: And also that he the said T. W. his executors, administrators or assigns, shall and will in the end of the said Term of &c. before by these presents granted, or other determination of this

this present Lease, deliver and yield up the quiet and peaceable possession of all and singular the before demised premises, and every part and parcell thereof, unto the said C. B. his Executors &c. And the said C. B. for himself &c. doth covenant &c. in manner and form following (*viz.*) That he the said T. VV. his executors, administrators and assigns, and every of them, for and under the yearly rent before by these presents reserved, and other the Covenants, Grants, Articles and Agreements in these presents contained, shall and may peaceably, lawfully and quietly have, hold, use, occupy, possess and enjoy all and singular the said Messuage, Tenement or Farm-house, Houses, Edifices, Buildings, Lands, Meadows, Orchards, Gardens and all other the before demised premises, and every part and parcell thereof (except before excepted) for and during the said Term of &c. before by these presents granted, without any manner of lawfull let, sute, trouble, eviction, disturbance or contradiction of the said C. B. his Executors, Administrators or Assigns, or any of them, or of any other person or persons whatsoever, by his, their or any of their means, act, title, or procurement. Provided

A Proviso. always and it is meant and intended by and between the said parties to these presents, That this Indenture, or any thing herein contained, shall not extend to charge the said C. B. his Executors or Administrators by or with any action of Covenant or other action whatsoever, saving only for such estate and interest as the said C. B. or any other claiming by, from or under him, now have, hath or may have, of, in or to the demised premises or any part thereof, and not for any other better or former estate, right or title, which shall or may precede or extinguish the grant by these presents made. In witness &c.

An Assignment of two severall Obligations.

TO all Christian people to whom this present Writing shall come, F. D. of &c. Gentleman sendeth greeting: Whereas R. D. of &c. Gentleman, in and by one Obligation or writing Obligatory, with condition thereupon endorsed, bearing date &c. And whereas also M. E. of &c. Esq; in and by one other Obligation or writing Obligatory, with Condition thereupon also endorsed, bearing date &c. do stand bound to the said E. D. his executors administrators and assigns, in the severall sums of &c. as by the said severall Obligations, relation being thereunto had, may appear. Now know ye, that the said F. D. for divers good causes and reasonable considerations him hereunto especially moving, Hath bargained, sold, assigned, and set over, and by these presents doth fully, clearly and absolutely bargain, sell, assign and set over unto R. B. of &c. his executors, administrators and assigns, as well the said two Obligations; as also the severall summes of money in them, and either of them, mentioned or contained; To the only proper use and behoof of the said R. B. his Executors, Administrators and Assigns, and without any accompt or other thing therefore to be yielded, paid or done unto the said F. D. his executors administrators or assigns, or to any of them. And the said F. D. for himself, his heirs, executors and administrators, doth Covenant, promise and grant to and with the said R. B. his Executors, Administrators and assigns, by these presents in manner and form following; That is to say, that he the said R. B. his Executors, Administrators and Assigns, and every of them, shall and may at all times hereafter, and from time to time, peaceably and quietly have, hold

hold, use, occupy, possess and enjoy all and singular the sum and sums of money whatsoever, contained in the said severall Obligations: And also the benefit, commodity, penalty and advantage whatsoever, which shall or may happen, come, grow, or be by reason of the said severall Obligations or Writings Obligatory above recited or mentioned, without any manner of suite, trouble, gain saying, means, consent or procurement of the said F. D. his Executors, Administrators or Assigns, or of any other person or persons whatsoever, In witness &c.

An Assignment of two Apprentices, and their years to come.

TO all Christian people to whom this present writing shall come: I, A. M. Citizen and &c. send greeting, in our Lord God everlasting. Whereas my Apprentices

Recitall of the Indentures. I. S. and G. R. have certain years yet to come and unexpired of their

severall Apprentiships, to wit, the said I. S. one whole year and a half, from the Feast of &c. last past, and the said G. R. the space of two years and a half, from the same Feast, as by their severall Indentures thereof unto me the said A. M. made and sealed, at large

it doth and may appear: Now know

Consideration. ye, that I the said A. M. for divers good Causes and Considerations me

especially moving; and the rather for

that it stands with the good liking and pleasure of my said Apprentices; Have given, granted, assigned and set over, and by these presents doe fully and absolutely give, grant, assign and set over unto my well beloved Friend R. H. Citizen and Haberdasher of London, all such right, title, duty, term

of years to come, claim, interests, Apprentiships, ser-
 vices and demands whatsoever, which I the said A. M.
 have of, in or to the said I. S. and G. R. my said
 Apprentices, or which I might or ought to have of
 and in them, or either of them, by force and vertue
 of the above recited Indentures of Apprentiships :
 (That is to say) the true and faithfull service of I. S.
 for and during the time and space of one whole year
 and a half, from &c. as aforesaid ; and the like honest
 and dutifull service of G. R. for and during the time
 and space of two whole years and a half &c. from the
 Feast day, as is afore declared : Gi-
 ving, and by these presents granting *Grant of their*
 unto the said C. B. my full power *Terms.*
 and lawfull authority for the having,
 keeping and enjoying of my said Apprentices, I. and
 G. before menrioned, for and during their severall
 times yet to come and unexpired : And moreover,
 I the said A. M. do by these presents Covenant, pro-
 mise and grant to and with the said C. B. his execu-
 tors and assigns, That the said I. and G. Appren-
 tices, shall, during their severall times, well and truly
 serve the said C. B. as their Master, and his com-
 mandements lawfull and honest every where shall do,
 and from the service of him they nor, either of them
 shall not absent or prolong himself by day or night,
 during the said severall Terms of their aforesaid Ap-
 prentiships, yet to come and unexpired. Provided,
 That the said C. B. their Master, shall well intreat
 and use the said I. and G. as becommerh Apprentices
 in such case to be used ; finding unto them and either
 of them, meat, drink, linnen, woollen, hose, shooes and
 bedding, and all other necessaries during the said Term.
In witness &c.

A Proviso, That if the Lessor be minded to surrender his grand Lease, to take a further estate in the premises, then the Demise to be void, with a Covenant to grant a new Lease of the premises.

PROVIDED alwayes, and be the demise under and upon condition, That if the said I. B. his executors, administrators and assigns, shall at any time during the demise, be minded to surrender his Grand Lease by which he hath and holdeth the aforeseid demised premises (amongst other things) to the intent to get a new Lease, or any larger or further estate, of, in and to the same; And therefore shall give or leave notice in the writing to and for the said A. B. his executors, administrators or assigns, at the said demised Mansion house: That then at the day and time of such notice given, and from thenceforth for ever, this Demise, Grant and term of years shall cease, determine and be utterly void and of none effect, to all intents and purposes, any thing herein contained to the contrary thereof in any wise notwithstanding; and the said I. B. &c. doth Covenant and grant to and with the said A. B. his &c. That he the &c. or Assigns, notwithstanding the surceasing and determination of this demise, Grant and Term of years of the said A. B. to be had, claimed and enjoyed as foresaid, Shall and will not onely peaceably & quietly permit and suffer the said A. B. his executors, administrators and assigns, To have, hold and enjoy the said demised premises, under the yearly rent aforeseid, by and during the Term of three moneths from thence next following, but also before the end and expiration of the same, shall at his and their own proper costs and charges, make, seal and deliver, or cause &c. And sufficiently tendred at the said demised Mansion house unto the

the said A. B. his executors or assigns a new Lease, or Grant in writing of all the said demised premisses, for so much of the said time of &c. as shall be then to come and unexpired, and for and under such Rents, Covenants and Conditions as are contained in this present Lease.

A Letter of Attourney to enter upon Lands, and to deliver a Lease made to another.

K Now all men by these presents, that I, R. R. of &c. have made, ordained, constituted and appointed, and by these presents do make, ordain, constitute and appoint T. C. of &c. my true and lawfull Attourney, for me, and in my stead and name, to enter and come into and upon the Farm and Lands of T. in the Parish of &c. now in the tenure or occupation of R. T. or of his assigns, or upon any part thereof, then and there for me, and in my stead and name, to deliver as my act and deed, unto H. M. of &c. or to his assigns, one Indenture, whereunto I have already sealed, bearing date &c. made between me the said R. R. of the one party, and the said H. M. of the other party, purporting a Lease of the same Farm and Lands unto the said H. M. his Executors, Administrators and Assignes, for the term of four years next ensuing: as in and by the said Indenture more at large appeareth: which Indenture after the same shall be so delivered by my said Attourney, I the said R. R. do promise by these presents, shall be my effectuell deed in Law to all intents, constructions and purposes, as if the said R. R. had sealed and delivered the same then and there my self. In witness &c.

A Letter of Attourney to enter upon Lands, and to deliver a Lease.

TO all Christian people to whom this present writing shall come: We T. A. and R. M. of &c. send greeting. Whereas we the said T. A. and R. M. have signed and sealed to one Indenture bearing date with these presents, purporting a Lease, demise, or grant unto I. H. of &c. of all that our Mannor or Farm of &c. with the houses, barns, stables, orchards, gardens, &c. and of all that our Site of the Rectory or Parsonage of L. in the said County of &c. Together with the Demeasne Lands to the said Mannour and Farm belonging or appertaining: To hold from the enscaling and delivery of the same Indenture for the term of three years then next ensuing; as by the same Indenture of Lease at large appeareth. Now

The Letter of know ye, that we the said T. A. and R. M. *of Attourney.* have made, ordained, constituted, and appointed, and by these presents do make, ordain, constitute, and in our steads and places put and appoint our trusty and wel-beloved Friend I. H. of &c. our true and lawful Attourney and Assignee, for us, and in our steads and names to enter and come into, and upon all that the said &c. and other the Lands aforesaid, or into some part thereof; and then and there (after such entry made) to deliver unto the said I. H. as our very act & deed, the said Indenture of Lease above mentioned: To hold according to the tenour of the same Indenture; and further to do and execute all and every such further thing, and other act whatsoever, as shall be needfull to be done and performed in that behalf, in as large, ample and effectuell manner as we ourselves might or could do, if we were personally present. In witness &c.

*A Condition to pay money within fourteen dayes after
if the Parties bound in an Obligation, pay it not at
the day.*

THe Condition of this Obligation is such, That
whereas W. H. and R. B. by their Obligation
or writing obligatory, bearing date &c. are and stand
jointly and severally bounden unto the within named I.
L. in the sum of &c. with condition endorsed, for the
true payment of &c. on the &c. as by the same Obli-
gation with condition endorsed, at large appeareth;
Now if the said W. H. and R. B. their Executors, Ad-
ministrators and Assigns, shall make default in pay-
ment of the said sum of &c. on the said &c. in which
the same ought to be paid, as aforesaid; then if the
within bounden I. L. his Heirs, Executors, Administra-
tors and Assigns, or any of them, do within fourteen
dayes next and immediately ensuing the said &c. well
and truly pay, or cause to be paid unto the said I. L.
his Executors or Assignes, the sum of &c. or so much
thereof as shall be behind and unpaid in or upon the
said &c. at or in &c. without fraud or coven, that
then this present Obligation.

*An Assignment of a Lease of partition, wherein three are
joint Lessors to a third person.*

This Indenture made &c. between H. P. of &c.
of the one part, and W. C. of &c.
on the other part, *Witnesseth*, That *Recital*.
whereas G. M. of &c. and E. his wife,
J. B. &c. and H. his wife, and T. P. &c. and M.
his wife, in and by their three severall Indentures of
lease, bearing equall date the &c. for the severall

considerations therein mentioned, did demise, grant, and to farm let unto the said H. P. all that their said three severall Third parts, in three parts to be divided, of all that their Messuage or Tenement; situate, lying, and being in &c. then, or late in the tenure or occupation of one R. G. or of his Assignee or Assignees, with all Shops, Cellars, Sollers, Chambers, Rooms, Lights, Easements, Buildings and Commodities thereunto belonging, with their appurtenances, together with all their three severall Third parts, in three parts to be divided, of and in such goods, wain-scot Implements of household necessities, and things as were specified and contained in three several Schedules or Inventories indented, and

Habend. to the same Indentures annexed; To have and to hold, all their said three severall Third parts, in three parts to be divided, of and in the said Messuage or Tenement, and all and singular the said other demised premisses, with the appurtenances, and every part and parcell thereof, unto the said H. P. his Executors, Administrators and Assigns, from the Feast day of &c. then next coming after the date of the said severall Indentures of Lease, unto the end and term of &c. from thence next ensuing, and fully to be complete and ended, yielding and paying therefore yearly during the said term of &c. unto the said G. M. and E. his wife, and to the heirs and Assigns of the said E. &c. and to the said H. B. and H. his wife, and the Heirs and Assigns of the said H. &c. and to the said T. P. and M. his wife, and to the Heirs and Assigns of the said M. &c. at four of the most usuall Feasts in the year (that is to say) at the Feasts of &c. by even and equal portions, as in and by the said three severall Indentures of Lease, amongst divers other Covenants, Grants, Articles, Agreements, and things therein contained

more fully and at large it doth and may appear;
 Now this Indenture further witnesseth, that he the
 said H. P. for and in consideration of the sum &c.
 to him in hand paid, by the said W. G. before
 the ensealing and delivery of these presents,
 whereof he the said H. P. doth acknowledge the
 Receipt thereof, and of every part and parcel there-
 of, doth clearly acquit and discharge the said W. G.
 his Executors, Administrators and Assigns, and every
 of them for ever by these presents, Hath granted, bar-
 gained, sold, assigned and set over, and by these pre-
 sents doth clearly and absolutely grant, bargain, sell,
 assign, and set over unto the said W. G. his Exe-
 cutors, Administrators and Assigns, as well the said
 Messuage or Tenement, and all other the said premis-
 ses, with the appurtenances, and every part and par-
 cell thereof; as also all the Estate, Right, Title, In-
 terest, Term of years to come, Possession, Claim, and
 Demand whatsoever, which he the said H. P. now
 hath, may, might, should, or in any wise ought to have,
 of, in, or to the said Messuage or Tenement, and
 premises, or of, in, or to any part or parcel thereof,
 by force and vertue of the said three severall
 recited Indentures of Lease, or any, or either of
 them, or otherwise howsoever, together with the
 said three severall Indentures of Lease:

To have and to hold, the said Messuage *Habend.*
 or Tenement, the said severall Inden-
 tures of Lease, Estate, Right, Title, Interest, and
 all and singular other the premises before by these
 presents bargained, and sold, or mentioned, or inten-
 ded to be hereby bargained, sold, assigned and set over,
 and every part and parcell thereof, unto the said
 W. G. his Executors, Administrators and Assignes,
 for and during all the residue yet to come and unex-
 pired of the said term of &c. in the same Indentures

of Lease granted, in as large and ample manner and form to all intents and purposes, as he the said H. P. now hath, may, might, or in any wise ought to have and enjoy the same, by force of the same Indentures of Lease aforesaid, or otherwise howsoever. And the said H. P. doth covenant, promise and grant, for himself, his Executors, Administrators & Assigns, and for every of them, to and with the said W. C. his executors, administrators & assigns, by these presents in form following (that is to say) That he the said W. C. his executors, administrators and assigns, and every of them, under the rents, covenants, provisoes and agreements, in the said severall recited or mentioned Indentures of Lease contained, shall and may, for and during all the term, in the said severall Indentures of Lease granted, lawfully, peaceably and quietly have, hold, use, occupy, possess and enjoy the said Messuage or Tenement, and all other the premises, with the appurtenances, and every part and parcell thereof, without the let, trouble, interruption, molestation, or contradiction of him the said H. P. his Executors, Administrators or Assigns, or of any other person or persons whatsoever, claiming from, by, or under him the said H. P. his Executors or Assigns, discharged altogether, and from all, and all manner of former and other bargains, sales, grants, surrendors, forfeitures, re-entries, cause and causes of forfeiture and re-entries, arrears of rents, charges, titles, troubles and incumbrances whatsoever, had, made, committed, suffered or done, or to be had, made, committed, suffered or done by the said H. P. his Executors, Administrators or Assigns, or any of them, or by any other person or persons whatsoever, claiming from, by, or under him, them, or any of them, or by his, their, or any of their means, act, title, or

consent or procurement, the rents, Covenants, conditions and agreements, in the said severall recited or mentioned Indentures of Lease contained, which from henceforth on the Tenants part and behalfe are, or ought to be paid, performed and kept, onely excepted, and alwaies fore-prized. In witness &c.

A Condition to pay a summe of Money to children at their severall ages, according to the Will by which it was given. The Bond made to the Executor.

THe Condition of this Obligation is such, that whereas the within named A. B. by his last Will and Testament bearing date &c. did amongst other Legacies and Bequests, give and bequeath to the Children of his late Brother G. B. deceased, to every one of them that should be living at the time of his Death, to be delivered unto them by equal portions, at their severall ages of one and twenty years, Forty pounds a piece, and to G. B. by name, one of his said Brothers Children, the sum of forty pounds over and besides the said forty pounds formerly to him given as aforesaid; And did ordain that the said severall sums so bequeathed to his said Brothers Children, should be delivered to their Mother, his Sister-in-law, for the use and behoof of the said Children, the putting in sufficient security to his Executors for the payment of the said summes, at their severall ages above-mentioned, as by the said last Will and Testament of the said A. B. may appear, the within named M. E. and G. H. Executors of the said last Will and Testament of the said A. B. have now paid and delivered unto the within bounden E. the Mother of the said Children, the sum of &c.

for the severall Legacies of such of the same Children as are yet under the age of one and twenty years (that is to say) fourscore pounds for the use of the above-named G. B. according to the Bequest thereof to him made as aforesaid, Forty pounds more for the use of E. B. Forty pounds more for F. B. and Forty pounds more for A. B. All Children of the said G. B. Deceased, to be paid unto them at their severall Ages as aforesaid; if therefore the above-bounded E. B. his Heirs, Executors, Administrators or Assignes, or any of them, do or shall well and truly pay, or cause to be paid unto every of the said Children before named respectively (*viz*) to G. B. E. B. F. B. and A. B. their said severall sums or Legacies above-mentioned, at every of their severall respective ages of twenty one years, according to the effect and true meaning of the said VVill, without fraud or coven, That then &c.

A Condition for payment of Money to a child when he comes to age, and in the meantime to find it, and bring it up.

THe Condition &c. That if the within bounden T. C. his Heirs, Executors &c. do well and truly deliver and pay; or cause to be delivered and paid, unto T. M. Son of I. M. late of &c. the sum of &c. within one moneth next after that the said T. shall attain and come to his full age of twenty one years; And also carefully and honestly, according to his calling and degree, keep, educate, and bring up the said T. during his non-age, with necessary and convenient meat, drink, lodging, learning, and apparel; and if the said T. M. shall happen to dy and depart this life, before he shall attain his said age of one and twenty years, Then if the said T. C. his

Exc-

Executors &c. do within one year next after the decease of the said T. M. pay, or cause to be paid unto the within named &c. his Executors or Assigns, to the use of the Children of the said T. M. which shall be then living, the said sum of &c. to be equally distributed and divided amongst them, That then &c.

An Assignment of a Wharf, stock of wood, coals, Lighters, &c. with a generall release, and covenants for peaceable enjoying &c.

THis Indenture made the &c. Between I. G. of &c. VVood-monger of one part, And I. C. of &c. in the same parish & County Wood-monger of the other part, *Witnesseth*, that whereas the said I. G. being on the sixt day of August, Anno Dom. 1637. and in the 13th year of his said Majesties Reign that now is; lawfully possessed for divers years then to come of and in one Wharf in *Milford Lane* in the parish of &c. and of a certain stock of VVood and Coals thereupon, and in the Lighters at the said VVharf, Namely of 124 Chaldron of Coales valued at an hundred and two pounds two shill. and nine pence; fourty thousand of Oaken Billers, at &c. Six Horses, six Carts with their furniture, Coal sacks, Lighters, Planks, Coal-measures, and new and old wheels about the yard, valued at &c. All which did amount in the whole to the sum of three hundred two pounds, five shillings, and nine pence; and did commit unto him the said I. G. the use, occupation and manning of the said stock of VVood and Coals, and of the sum of one hundred ninety seven pounds fourteen shillings and three pence of lawfull money of England to be laid out in buying of wood and coals to make up the whole stock five hundred and two pounds, to be used, managed,

employed and supplied from time to time by him
 the said I. C. at the said Wharf for the term of
 seven years then next ensuing, if the said I. and L.
 should so long live, upon such conditions, covenants
 and agreements, and in such sort as were mentioned,
 expressed and contained in certain Articles of agree-
 ment indented, bearing date the sixteenth day of
 August 1637. in the said thirteenth year of his said
 Majesties Reign, made between the said I. G. of the
 one part, and the said I. C. of the other part, as in
 and by the said Articles at large it doth and may ap-
 pear; And whereas it is agreed, that the Agreement
 in the said Articles shall cease and be determined, and
 that the said I. C. shall have, hold, retain and keep
 the said stock of goods and money to his own use, in
 consideration of the summe of &c. of lawfull money
 of England, agreed to be secured to be paid by the
 said I. C. to the said I. G. at certain dayes agreed
 upon. Now this Indenture therefore Witnesseeth, That
 the said I. G. for the consideration aforesaid, Hath
 granted, bargained, sold, assigned and set over, and
 by these presents doth fully, clearly and absolutely
 grant, bargain, sell, assign and set over, unto the said
 I. C. all the said stock of goods and money before
 mentioned, formerly delivered into the hands of the
 said I. C. as aforesaid; and doth also remise, release,
 and for ever quit-claim unto the said I. C. all ac-
 counts, accompts, claims and demands whatsoever,
 touching or concerning the same stock of goods and
 money, or any part thereof; *To have and to hold* the
 said stock of wood, coals, money, and other things
 before mentioned, and every part of them unto the said
 I. C. his Executors, Administrators and Assignes, to
 his and their own proper use and behoof, and as his
 and their own proper Goods and Chattels for ever.
 And the said I. G. for himself, his Executors and Ad-
 mi-

ministrators, and for every of them, doth covenant, promise and grant to and with the said I. C. his Executors, Administrators and Assigns, and to and with every of them by these presents, that he the said I. C. his Executors, Administrators and Assigns, shall and may from henceforth for ever, peaceably and quietly have, hold and enjoy the said stock of goods and money, and the same and every part thereof, to dispose and convert to his and their own proper use and behoof, without the let, sute, trouble, claim or disturbance of him the said I. C. his Executors, Administrators or Assigns, or any of them, or of any other person or persons whatsoever, claiming by, from or under him, them or any of them, or by, or under, or by reason of his, their or any of their act or acts, right, title, interest, means or procurement, &c. In witness &c.

An Assignment of a Lease of a Messuage, divers plats of Ground, with Battals and Boundals, several Covenants &c. with an Exception:

THis Indenture made the &c. day of &c. Anno Domini, 1632. and the eighth year of the Reign of our Sovereign Lord King Charles &c. Between S. H. of &c. Gentleman, of the one part, and F. L. of &c. Esquire, of the other part. Whereas Sir John T. late of &c. Knight and Baronet, deceased, and the late right honourable N. Lord Tufton, and Earl of Thanet, by the name of Sir T. N. Knight, Son and Heir apparent of the said Sir John T. now also deceased, by their Indenture bearing date the thirtieth day of May, in the fifteenth year of the reign of our said Sovereign Lord King Charles over England, &c. for the consideration therein expressed, did demise, grant and to farm-let unto E. W. of &c. his Executors and Assigns, all that the Messuage or Tenement

ment, shed and plat of ground, situate, lying and being in *Chick lane* &c. containing by estimation one hundred foot in length, from the North to the South, and in bredth fourty one foot, from the East to the West: The Messuage or Tenement then in the Tenure of I. W. lying on the East side thereof, and the said *Chick lane* on the North side thereof, And the Messuage or Tenement then in the tenure of one R. S. on the VWest and South sides thereof: And also their part of one Messuage or Tenement, or shed, and parcell of Ground lying and being in *Chick lane* aforesaid, containing by estimation fourscore and twelve foot in length, and in bredth eighteen foot, The Messuage or Tenement then in the tenure or occupation of one A. B. on the west side of thereof, the said *Chick lane* on the North side thereof, and the Messuage or Tenement then in the tenure or occupation of one H. S. on the South side thereof, and then or late before in the tenure or occupation of the said A. B. his Assignee or Assignees, and all and singular the Messuages, Tenements, Houses, Edifices, Buildings, Rooms, Shops, Cellars, Sollows, and void ground unto the said Messuages or Tenements, shed and plats of grounds before mentioned to be demised, belonging, or in any wise appertaining, *To have and to hold* to the said *Edmund Waight*, his Executors, Administrators and Assignes, from the Feast of the Annunciation of the blessed Lady S. Mary the Virgin last past, before the date thereof, unto the full end and term of thirty and one years from thence next ensuing, and fully to be complete and ended: *Yielding* and paying therefore yearly during the said Term, unto the said Sir I. T. yearly, during his life, and after his decease, to the said right honourable N. Lord T. and Earl of *Thanet*, his Heirs and Assigns, the full sum of eight pounds of lawfull money of *England*,

at two of the most usuall Feasts or Terms in the year ; That is to say , at the Feasts of *St. Michael* the Arch-angels; and the Annunciation of the blessed Lady the Virgin *Mary* , by equall portions , as by the same Indenture more plainly may appear. And whereas by certain other Indentures bearing date the said thirtieth day of *May* , made between the said Sir *John T.* and the said N. Lord T. and Earl of *Thames*, by the name of Sir N. T. Knight , on the one part , and the said E. W. on the other part , It is covenanted, conditioned and agreed by and between all the said parties : And the said E. W. for himself , his Executors, Administrators and Assigns, did covenant, promise and grant to and with the said Sir I. T. and the said N. Lord T. and Earl of T. their Heirs and Assigns , by the said last mentioned Indenture, That the said E. W. his Executors , Administrators and Assigns should well and truly, yearly, during the said Term of one and twenty years , pay or cause to be paid to the said Sir I. T. during his naturall life, and after his decease, to the said N. Lord T. and Earl of T. his Heirs and Assigns, the full sum of twenty three pounds of lawfull money &c. for and in the name of a fine or income for the said Lease at the two Feasts aforesaid , by equall portions. And whereas also the said Sir I. T. and the said N. Lord T. and Earl of T. by the name of Sir N. T. Knight , have by their Indenture bearing date the said &c. day of *May*, for the consideration therein mentioned, demised, granted, and to farm-let unto I. W. of &c. all that their Messuage or Tenement , situate, lying and being in *Chick-lane* aforesaid, late in the tenure or occupation of one *Agnes VV.* or her Assignee or Assignees, containing by estimation from the East to the West, thirty foot in breadth, and in length from the North to the South , threescore foot ; The Tenement then in the occupation

tion of the said J. W. lying on the east side thereof; the Tenement then of *Ralph F.* Gentleman, on the West-side thereof; the Tenement then in the tenure or occupation of the said *Ralph F.* on the South-side thereof: and also all the Tenement, shed or piece of ground lying and being in *Chick lane* aforesaid, containing by estimation one hundred and twenty foot of Assize in length, and twenty eight foot in breadth, then or late before in the tenure or occupation of the said I. W. or his Assignee or Assignees: The Tenement then in the tenure or occupation of one I. C. lying on the East-side thereof; and the Tenement then in the tenure of one I. W. on the West-side thereof; and the Tenement belonging to *S. Martins Orgars*, on the South-side thereof: And also one other little piece or parcell of ground, situate, lying and being near *Chick-lane* aforesaid, &c. containing by estimation in length nineteen foot, from the East to the West; and in breadth, from the North to the South, sixteen foot, late in the tenure or occupation of R. B. or of his Assignee or Assignees, the Tenement then in the occupation of the said I. W. on the East-side thereof; and the Tenement then in the Tenure of the said *Ralph F.* on the West side thereof; the Tenement then in the tenure of R. S. and E. W. on the North-side thereof; and the Tenement then in the tenure of the said R. F. on the South-side thereof; & also all and singular Houses, Edifices, Buildings, Stables & Back-sides, Back-houses, Shops, Cellars, Sollers &c. unto the said Messuage, and severall plats of ground before demised, then belonging or appertaining, or to or with the said demised premisses then held, used, occupied or enjoyed, as part, parcell or member of them, or either of them, *To have and to hold* all and singular the said demised premisses, with th'appurtenances, to the said I. W.

his

his executors, administrators and assigns, from the Feast of the Annunciation of our blessed Lady the Virgin Mary, then last past before the date of the said last recited Indenture, unto the full end and term of thirty and one years from thence next ensuing, and fully to be complete and ended: *Yielding* and paying therefore yearly, during the said Term, unto the the said Sir I. T. during this life; and after his decease, to the said right Honourable N. Lord T. and Earl of T. and his Heirs and Assigns, the full sum of six pounds of lawfull money of *England*, at the two Feasts aforesaid, by even and equall portions. And whereas by certain other Indentures bearing date the said thirtieth day of *May*, made between the said Sir I. T. & the said N. Lord T. Earl of T. of the one party; and the said I. W. of the other part: It is covenanted, concluded, condescended and agreed by and between all the said parties: And the said I. W. for himself, his Executors, Administrators and Assigns, did covenant, promise and grant to and with the said Sir I. T. and the said N. Lord T. Earl of T. their Heirs and Assigns, That the said I. W. his Executors, Administrators and Assigns, should well and truly, yearly, during the said Term of thirty and one years, pay or cause to be paid to the said Sir *John T.* during his naturall life, and after his decease, to the said N. Lord T. Earl of T. his Heirs and Assigns, the full sum of seventeen pounds of lawfull money of *England*, for and in the name of a fine or income for the said Leases, at the two Feasts aforesaid, by even and equall portions, as by the same several Leases, relation being unto them had, more at large it doth and may appear: Which said severall Leases, Estates, and Interests of the said E. W. and I. VV. of, in and to all and singular the aforesaid premises, in and by the aforesaid severall Indentures of Lease demised, granted and

ontained, as aforeſaid, were by mean conveyances
 and ſufficient aſſurances in the Law, conveyed to
John Witherings Eſquire: And the ſaid I. W. by
 deed indented under his hand and ſeal, bearing date
 the 8th. of 8th. 5. *Car.* hath conveyed his Eſtate, Inte-
 reſt and term of years in the ſaid premiſſes, unto the
 ſaid S. for, during and untill all the reſidue of the
 time then to come and unexpired of the ſaid ſeverall
 Indentures of Leaſe granted be fully complete and
 ended, as by the ſame coveyances and aſſurances,
 relation being thereunto had, it doth and may appear.
 Now this Indenture witneſſeth, That the ſaid S. H.
 for and in conſideration of the ſumme of three hun-
 dred and thirty pounds 8th. to him and his, at and
 before the enſealing and delivery of theſe preſents by
 the ſaid F. H. well and truly paid, whereof the ſaid
 S. H. doth acknowledge the receipt, and thereof,
 and of every part and parcell thereof, doth hereby
 for ever acquit and diſcharge the ſaid F. H. his execu-
 tors and aſſigns, and every of them, Hath granted,
 bargained, ſold, aſſigned and ſet over, and by theſe
 preſents doth fully, clearly and abſolutely grant, bar-
 gain, ſell, aſſigne and ſet over unto the ſaid F. H.
 and M. his Wife, all and ſingular the ſaid premiſſes a-
 bove-mentioned, to be by the aforeſaid Indentures,
 or any of them, demiſed, letten, or granted, or men-
 tioned, meant or intended to be in and by the ſame
 demiſed letten or granted, with their and every of
 their appurtenances: And all the Meſſuages, Hou-
 ſes, Edifices and Buildings now ſtanding, erected
 and built; and all the ſaid Originall Indentures of
 Demiſe, and all mean conveyances and Aſſignments
 thereof, and of every part thereof, and all the time
 and term of years yet to come, and unexpired, gran-
 ted, mentioned or intended to be granted in or by the
 ſaid Indentures, or any of them; and all the eſtate,
 intereſts

interest, right, title, term and terms of years, claim
 and demand whatsoever, which he the said S. H. now
 hath yet to come and unexpired of and in the said de-
 mised premisses, or any of them; *To have and to hold*
 all and singular the said demised premisses by these
 presents mentioned or intended to be granted, assigned
 or conveyed; and all the said Original Indentures of
 demise, and all mean conveyances and assignments
 thereof, and all the term of years yet to come and
 unexpired, of and in the said demised premisses, or any
 of them, unto the said F. H. & M. his wife, their exe-
 cutors, administrators and assigns, immediately from
 and after the making hereof, for and during all the re-
 sidue of the said severall terms of &c. years therein
 yet to come and unexpired. And the said S. H. for
 himself, his executors and administrators, and for eve-
 ry of them, doth covenant, promise and grant to and
 with the said F. H. his executors, administrators
 and assigns, and to and with every of them by these
 presents, That he the said S. H. hath not before the
 day of the date hereof, made, done or committed
 any act or acts, thing or things, Grant, Lease, Estate,
 or Incumbrance whatsoever; whereby, or by reason
 whereof the said Leases, Estates, and premisses before
 herein assigned and set over, or any part or parcell
 thereof, are or shall be frustrated, avoided, disturbed,
 or incumbered: Except one Lease made by the said
 F. H. and S. H. unto R. H. of a Messuage, or Te-
 nement, with the appurtenances, parcell of the pre-
 misses aforesaid, now or late in the occupation of I. S.
 by Indenture dated &c. now last past for the term of
 sixteen years, commencing from the Feast &c. at
 the yearly rent of a Pepper Corn; and except cer-
 tain Leases in the said Deed from the said I. W.
 mentioned to be excepted severally and respectively
 of severall parts and parcells of the said premisses,
 before

before the said S. had any estate in the premises, or any part thereof, by E. VV. to G. VV. H. G. and T. R. &c. Upon which Leases divers severall Rents are respectively reserved, amounting in the whole to the sum of sixty one pounds yearly, or thereabouts: All which Rents shall or may be hereafter payable to the said F. H. and M. his wife, their Executors and Assigns, and except all other Leases and Estates mentioned and excepted in the said Deed, from the said I. VV. &c. In witness &c.

An Assignment of a Lease, reciting divers Leases, with severall Covenants.

THIS Indenture made &c. Anno Domini 1633 Between M. F. of &c. and H. E. of &c. of the one part: and I. VV. of &c. and R. H. of &c. of the other part. VVhereas the VVardens and Commonalty of the Mystery of Mercers of the City of London, by their Indenture of Lease under their Common Seal, bearing date the &c. day of &c. 1614. in the twelfth year of King James &c. for the consideration therein expressed, did demise, grant, bargain and to sell unto the right honourable T. late Earl of Exceter, deceased, all that their Close or parcell of pasture-ground, called or known by the name of &c. containing by estimation ten acres, be it more or less, situate, lying and being in &c. which Close abutteth upon the west &c. on the east upon another lane, then or sometimes called *Stroud lane*, leading from the &c. towards the South, upon a plat called or known by the name of the *Covent Garden*; and towards the North, upon certain lands called the &c. and a Garden Plat, sometime in the tenure of W. R. or his Assigns: which said Close called O. was sometime in the tenure of Sir T. C. deceased, Father of the

the said Earl, or of his Assigns, *To have and to hold* to the said Earl of *Exeter*, his Executors, Administrators and Assigns, the said demised Close or parcel of pasture ground, from the feast day of &c. last past, before the date of the same Indenture, unto the full end and term of thirty years from thence next ensuing, and fully to be compleat and ended, at and for the yearly rent of ten pounds payable, as in and by the same Indenture of Lease more at large it doth and may appear. By force whereof the said T. Earl of *Exeter* entered into the premises, and was thereof lawfully possessed accordingly. And whereas the said T. Earl of E. (being of the premises so possessed, as aforesaid) by this Indenture bearing date the nine and twentieth of *October*, 1615. and in the &c. year of his said Majesties reign, for the consideration therein expressed, did grant, assign, and set over all his estate and interest in the premises, unto Sir W. S. of &c. Knight, his Executors and Assigns: as by the same Indenture of Lease more at large appeareth. And whereas also the said Sir W. B. by his Indenture of Lease bearing date the fifteenth day of *February*, Anno Domini, 1625. and in the &c. year of his said Majesty's Reign, for the considerations therein expressed, did demise, grant and to farm-let unto Cundall of &c. All that piece of ground, parcell, of the said Close or pasture, called and known by the name of *E. alias*, &c. containing in breadth through the whole length, twenty Foot of Affize &c. or thereabouts, adjoining to &c. Together with free ingress, egress, regress, way and passage to and for the said C. his Executors and Administrators, and to and for his and their Friends, Servants and Assigns, with Horses, Carts and Carriages, or without their wills and pleasures, in and from the said demised premises, at all fit and convenient times, in, by

and through the said wayes set forth, or hereafter to be set forth by the said Sir W. S. his executors, administrators or assignes, in or upon the same Close. To have and to hold the said parcel of ground, and other the before demised premisses, with the appurtenances, to the said C. Cundall, his executors, administrators and assignes, from &c. next ensuing the date of the same Indenture, unto the full end and term of twenty and eight years from thence next ensuing, and fully to be complete and ended. *Yielding* and paying therefore yearly, during the said term of eight and twenty years, unto the said Sir W. S. his executors, administrators and assigns, the sum of Four hundred pounds of &c. at the Feast of &c. as in and by the same Indenture of Lease, amongst divers other Covenants, Grants, Articles and Agreements therein contained, more at large also it, doth and may appear. By force whereof the said C. Cundall entered into the said parcell of ground, with the appurtenances, and was thereof lawfully possessed accordingly: The estate and interest of which said C. Cundall of, in, and to the same premisses, did afterwards lawfully come to the hands and possession of the said I. W. And the said I. W. did erect and set up certain Tenements, Sheds and Edifices, in and upon the same parcel of ground so demised, to the said C. Cundall as aforesaid. And whereas also the said Sir W. S. by his Indenture bearing date the &c. last past, for the consideration therein expressed, did grant, bargain, sell, assign and set over all his estate, right, title, interest, reversion, claim and demand of, into and out of the said Close or parcell of pasture ground, called *Elin's field, alias, Long Acre*, with the appurtenances unto the said H. E. his executors and assigns, for and during all the rest and residue of the aforesaid term of thirty years then to come and unexpired,

in and by the same Indenture, relation being thereunto had, more at large it doth and may appear; Which assignment to the said H. E. was in trust for the use and behoof of the said M. F. his executors, administrators and assigns. Now this Indenture witnesseth, That the said M. F. and H. E. for and in consideration of the sum of &c. to the said M. F. by the said I. W. at and before the enscaling and delivery of these presents, well and truly paid, the receipt whereof the said M. F. doth hereby acknowledge, and thereof, and of every part and parcel thereof, doth clearly acquit, exonerate and discharge the said I. W. his executors, administrators and assigns, and every of them; Have granted, bargained, aliened, sold, assigned and set over, and by these presents doth clearly and absolutely grant, bargain, sell, assign and set over unto the said R. H. by and with the consent and direction of the said I. W. all that their and every of their reversion and reversions of and in the said parcell of ground, demised by the said Sir W. S. to the said C. Cundall, as aforesaid, and of and in all Houses, Edifices and Buildings, erected, standing or being in or upon the same parcell of ground, or any part thereof, and the said yearly rent of four pounds reserved due and payable for the same premises, and all other rents, issues and profits of the said premises, and also all the estate, right, title, interest, property, reversion, claim and demand whatsoever, which they the said M. F. and H. E. or either of them, now have, or hath, or may, might, or ought to have, claim and demand of, into, or out of the said parcell of Ground, Houses, Edifices, and Buildings aforesaid, or any of them; or of, into, or out of any part or parcell thereof: Together also with the Counterpart of the said Lease, made by the said Sir W. S. to the said C. Cundall, as aforesaid, To have and to hold the said parcel of

H 2

Ground,

Gronund, Houses, Edifices, Buildings, Reversion, Rents, and all other the premisses before in and by these presents granted, bargained, sold, assigned or set over, and every part and parcell thereof, with their and every of their appurtenances, unto the said R. H. his executors, administrators and assigns, from henceforth, for and during all the rest and residue of the foresaid 30 years yet to come and unexpired. And the said M. F. for himself, his executors and administrators, and for every of them, doth covenant, promise and grant to and with the said R. H. his executors, administrators and assigns, and to and with every of them by these presents in manner and form following: that is to say, that it shall and may be lawfull to and for the said R. H. his executors, administrators and assigns, and every of them, from time to time, and at all times hereafter, for and during the rest and residue of the said term of 30 years yet to come & unexpired, peaceably and quietly to have, hold, use, occupy, possess and enjoy the said parcell of Ground, House, Edifices and Buildings, And the rents, issues and profits thereof, shall or may have, receive, take and convert to his and their own proper use and behoof, without the lawfull let, sute, trouble, eviction, disturbance or interruption of them the said M. F. or H. R. or any of them, their or any of their executors, administrators or assigns, or any of them, or of any other person or persons whatsoever, lawfully having or claiming, or which shall lawfully have or claim any lawful estate, right, title or interest of, in, to or out of the said premisses, or any part thereof, by, from or under them or either of them, or by reason of their act or acts, right, title, means or procurement, other than such as shall claim by force of the said Lease made to the said C. Cuneall, and also free and clear, and freely and clearly acquitted, exonerated and discharged by the said M. F.

his Executors or Administrators, or some or one of them from time to time, and at all times, during the residue of the said term of 30. years, yet to come and unexpired, and well and sufficiently saved and kept harmless, of, for, from, touching and concerning the said yearly rent of ten pounds, reserved upon the said original Lease, and by and from the said Wardens and Communalty of the Mystery of Mercers, to the said Earl of Exeter, as aforesaid; as also free of all incumbrances, had, made, committed, suffered or done by them the said M. F. and H. E. and either of them, their Executors or Administrators, or any of them, by their or any of their act or acts, default, means or procurement. And the said H. E. for himself, his executors, administrators and assigns doth covenant and grant, to and with the said, &c. his executors, &c. and to and with every of them by these presents, That it shall and may be lawfull to and for the said R. H. his Executors, Administrators and Assigns, and every of them, from time to time, and at all times hereafter, for and during the rest and residue of the said term of 30 years yet to come and unexpired, peaceably and quietly to have, hold, use, occupy, possess and enjoy the said parcel of Ground, Houses, Edifices, Buildings, Rents, Reversions, and all other the premisses before, in and by these presents granted, bargained, sold, assigned and set over, and every part and parcel thereof, with their and every of their appurtenances, without the let, sure trouble, eviction, disturbance or interruption of him the said H. E. his Executors, Administrators or Assigns, or any of them, or any other person or persons whatsoever, lawfully claiming, or which shall or may lawfully claim, by, from or under him, them or any of them; or by, from or under, or by reason of his, their or any of their act or acts, right, title, interest, means or procurement. *In witness, &c.*

A Lease of divers Lands &c. with a covenant to pay Heriots upon Deaths &c. with many other substantial covenants.

THis Indenture made the &c. Between Sir H. Oniel, of &c. Knight of the one part, and G. R. of &c. Gentleman of the other part, Witnesseth, That the said Sir H. Oniel, as well for and in consideration of a certain sum of money to him in hand paid, as also for divers other good causes and considerations him thereunto moving, Hath demised, granted, bargained, sold, and to farm letten, and by these presents doth demise, grant, bargain, sell, and to farm-let unto the said G. R. all those four Towns or Town-lands, commonly called or known, or reputed to be known by the several name of *Cashall R.E.F. &c.* situate and being within the Mannor of &c. in the County of &c. according as the same are bounded, meeted and butted, by and with the ancient meets and bounds thereof, and as the said Towns or Town-ships, and every or any of them, have been enjoyed by the said Sir H. Oniel, or any other his Farmours, Lessees or Under-tenants, and now or late in the respective tenures, possessions or occupations of the said Sir H. Oniel, or the Under-tenants, Farmours, Lessees or Assigns of him the said Sir H. Oniel: Together with all and all manner of Houses, Edifices, Buildings, Orchards, Gardens, Yards, Lands, Meadows, Pastures, Wayes, Waters, Water-courses, Commons, Profits, Easments, Commodities, Emoluments and Hereditaments whatsoever, to the said four Towns or Town-lands, them or any of them belonging, or in any wise appertaining, or with them or any of them, used, occupied or enjoyed: And all rents, and yearly profits, and other duties and services

ces reserved or payable upon or by reason of any Lease or Leases, Demises or Grants heretofore to any person or persons, covenanted or made of the premisses or of any part or parcel thereof; and the Reversion and Reversions of the said four Towns or Town-lands, and every of them, and of all and every the before demised premisses, depending or expectant, or remaining upon any Demises, Leases or Grants now in being, or at any time pretended to be, of the said premisses, or any part thereof, for term of life or lives, or for term of years, or otherwise howsoever. Except and alwayes reserved out of this present Demise and Grant of the said demised premisses, unto the said Sir H. Oniel, his heirs and assigns, all Timber-trees, Woods and Under-woods, now growing, standing or being, or hereafter to grow, stand or be in or upon the said Towns or Town-lands, or in or upon any part or parcel thereof: Together with all felons Goods, Waifs, Estraies, Mines, Minerals, Privileges, Royalties and Franchises whatsoever, to the said Towns or Town-lands, or any of them belonging or in any wise appertaining: And together also with free ingress, egress and regress, for taking, having, digging, receiving, selling, rooting and carrying away the said Timber-Trees, Woods and Under-woods, or the Royalties, Privileges and Freedoms aforesaid. To have and to hold the said Towns and Town-lands before-mentioned, and all other the premisses, before, in or by these presents demised and granted, bargained and sold, and every part and parcell thereof, with their and every of their appurtenances, and the reversion and reversions, rents and yearly profits of the same, and of every part and parcel thereof, unto the said G.R. his executors, administrators and assigns, from the Feast day of All Saints last past, before the date of these

presents, unto the full end and term of ninety an
 nine years from thenceforth next ensuing, and fully
 to be compleat and ended : *Yielding* and paying
 therefore yearly, and for every year during the said
 term unto the said Sir H. *Oneil*, his heirs and assigns,
 the yearly rent or sum of &c. of currant money of
 England, at the feasts of *Philip* and *Jacob*, and
All Saints, by even and equal portions, or within
 one and twenty daies next after any of the said Feasts,
 And if it shal happen the said yearly rent to be behind
 and unpaid in part or in all, contrary to the reservation
 aforesaid; and no sufficient distress can or may be
 found and taken in and upon the said demised pre-
 mises, (A demand thereof being by the said Sir H.
Oneil, his heirs or assigns first made) That then, and
 from thenceforth, it shall and may be lawfull to and
 for the said Sir H. *Oneil*, his heirs or assigns, or any
 of them, into the said 4 Towns or Town lands, and all
 and singular the aforesaid demised premisses, with the
 appurtenances, or into any part or parcell thereof, in
 the name of the whole to re-enter, and the same to
 claim, have again, enjoy and re-possess, as in his and
 their first and former estate; any thing in these pre-

sent Indentures contained to the contra-
 ry in any wise notwithstanding. And the
 A *Covenant* for new build- said G. R. for himself, his heirs, execu-
 ding 3 *Messu-* tors, administrators and assigns, and for
 ages on the every of them, doth covenant, promise
 demised pre- and grant to and with the said Sir H. *O-*
 misses. *neil*, his executors, administrators and

assigns, and to and with every of them
 by these presents, in manner and form following: that
 is to say, that he the said G. R. his executors &c. shall and
 will within the space of 10 years next ensuing the date
 of these presents, at his and their own proper costs and
 charges, erect, new build and set up in and upon some

convenient part of the premisses by these present demised, three Messuages, Tenements or Houses sit and convenient for habitation, to be so erected of Timber, Stone or Brick, according to the most usual manner of building now used within the Realm of *England*; and the same being thus built shall from time to time, and at all times during the aforesaid term of, &c. years, keep and well maintain in good repair: And shall and will likewise from time to time, during the said Term, well and sufficiently repair, amend, maintain, and keep all the houses, edifices, Hedges, Ditches, Fences and enclosures, in and about the said demised premisses, or any part thereof, in good and sufficient reparations, and the said demised premisses, and every part thereof, being so well and sufficiently repaired, maintained, hedged, fenced, ditched and amended, in the end of the said Term shall and will quietly leave and yield up unto the said Sir H. O. his executors, administrators and assigns. And that the said G. R. his executors, administrators and assigns, and his and their under-tenants, shall and will from time to time, during the said term, grind all their several kind of grain whatsoever, that they or any of them shall expend in and upon the demised premisses, or any part thereof, at the Mill or Mills of him the said H. O. *A Covenant to pay Heriots.* And the said G. R. for himself, his executors, administrators and assigns, and for every of them, doth further covenant, promise and grant to and with the said Sir H. O. Neil, his heirs and assigns, and to and with every of them by these presents, That he the said G. R. his executors, administrators or assigns, shall or will well and truly pay or cause to be paid unto the said Sir H. O. his heirs or assigns, such several and respective Heriots for the said demised premisses as are hereafter in these presents mentioned and

ex-

expressed : That is to say, upon the death of the said G. R. his executors or administrators dying Tenant in possession of the said premisses or any part thereof, his or their best Beast in the name of one Heriot. And upon the decease of every of his or their Lessee, Farmour or Under-tenant of the said premisses, or any part thereof, one half of the value of the price of his or their best Beast, in full liew and satisfaction for the whole Heriot. And the said *H. Oniel* for himself, his heirs, executors and administrators, and for every of them, doth covenant, promise and grant to and with the said G. R. his executors, administrators and assigns, and to and with every of them by these presents, That it shall and may be lawfull to and for the said G. R. his executors, administrators and assigns, and his and their Lessees, Farmours, and Under-tenants, from time to time, and at all times hereafter during the said Term, to have and take, in and upon the said demised premisses, competent and sufficient house-boot, plough-boot, cart-boot, hedge-boot, and fire-boot to be spent, expended and employed in, about, and upon the same premisses, and not elsewhere. And the said *Sir H. Oniel* for himself, his heirs, executors and administrators, and for every of them, doth further covenant, promise and grant to and with the said G. R. his executors, administrators and assigns, and to and with every of them by these presents in manner and form following : That is to say, That the said *Sir H. Oniel* is and standeth lawfully seized of and in the said four Towns, Town-lands or Town-ships before mentioned in these presents; and of and in all other the demised premisses, with their appurtenances, of such good, perfect and lawfull estate of inheritance in Fee-simple, as that he the said *Sir H. Oniel* hath in himself, good right, full power and lawfull authority hereby to demise, grant, bargain, sell and to

firm-let the said four Towns or Town-lands before mentioned, and all other the premisses aforesaid, with their and every of their appurtenances, unto the said G.R. his executors, administrators and assigns, for such term of years, and in such manner and form as is herein before mentioned and expressed: And for the further and better securing and confirming of the said four Towns or Town-lands, and other the premisses with the appurtenances, unto the said G.R. his executors, administrators and assigns, for and during the Term aforesaid, and in manner and form as is aforesaid, according to the true intent and meaning of these presents, The said Sir H. Oniel for himself, his executors, administrators and assigns, and every of them, doth covenant and grant to and with the said G. R. his executors, administrators and assigns, and every of them by these presents, That the said G. R. his executors, administrators and assigns, and every of them, shall, or lawfully may, from time to time, and at all times hereafter, during the said Term, by these presents granted, peaceably and quietly have, hold, occupy, possess and enjoy well and truly the said four Towns or Town-lands without any molestation or hindrance wrought by the said Sir H. Oniel, or any claiming by, from or under him; and also shall and may take, receive and perceive all rents, and all other profits of the said four Towns or Town-lands, and all other the premisses before, in or by these presents granted, bargained, sold, and to farm-letten, or mentioned, agreed or intended to be hereby granted, bargained, sold and to farm-letten; and every part and parcel thereof, with their and every of their appurtenances, under the covenants, agreements in these presents reserved, mentioned and contained, without the lawfull let, sute, trouble, eviction, molestation, or interruption

Reption of the said Sir H. Oniel, and the Lady M. his Wife, and of the heirs or assigns, of the said Sir H. Oniel, or any of them, or of any other person or persons whatsoever, lawfully claiming, or which shall claim, by, from or under him, her, them or any of them, free and clear, and freely and clearly acquitted, exonerated and discharged, or well and sufficiently saved and kept harmless, of, for, from, touching and concerning all and all manner of former and other Gifts, Grants, Bargains, Sales, Leases, Estates for years, Statutes-Merchant, and of the Staple Recognizances, Judgements, Executions, Annuities, Rents, Charges, Rents-seck, and all other charges, titles, trouble and incumbrances whatsoever, heretofore, had, made, committed, suffered, done or assented unto by the said Sir H. Oniel (except the yearly rent herein before referred) In witness &c.

A Joynture with divers Limitations &c. with a Provision for Revocation.

THis Indenture made the &c. Between V.VV. of &c. Esquire, and F. his VVife, formerly the Wife of G. A. Esquire, deceased, of the one part: And A. B. of &c. Esquire, I. P. of &c. Gentleman, and I. G. of &c. Merchant, on the other part, VVitnesseth, That the said V.VV. as well for and in consideration of a Marriage, heretofore had and solemnized by and between the said V.VV. and the said F. his now VVife, and for settling of a competent Joynture for the said F. if it shall happen to survive the said V. VV. and for the settling, assuring and conveying of all and singular the Mannors, Lands, Tenements and Hereditaments, hereafter in these presents mentioned, with their and every of their appurtenances, in the name and blood of the said V. VV. for so long time:

as it shall please Almighty God, and to the severall
 rules, intents and purposes, and in such manner and
 form as hereafter in and by these presents is expres-
 sed, mentioned and declared according to, and in pur-
 suit of a certain agreement made between the said
 V. W. and F. before their said inter-marriage, And
 also for divers other good and valuable considerati-
 ons him thereunto especially moving, Hath granted
 aliened, infeoffed, released and confirmed, and by
 these presents doth grant, alien infeoff, release and
 confirm unto the said A. B. I. P, and I. G. their heirs
 and assigns, all that the the Mannor of S. M. with all
 and singular the rights, members and appurtenances
 whatsoever thereunto belonging, or in any wise apper-
 taining, situate and being in the said County of H.
 And also all and singular the Messuages, Lands, Tene-
 ments, Tofts, Crofts, Houses, Edifices, Buildings,
 Barns, Stables, Dove-houses, Mills, Orchards, Gar-
 dens, Meadows, Leasoes, Pastures, Closes, Feedings,
 Parks, Warrens, Commons, Waters, Fishings Ponds,
 Pools, Moors, Marishes, Woods, Under-woods, Fur-
 zes, Heaths, Wafts, Rents, Reversions, Services,
 Views of Frank, Pledge, Courts, Barons, Perquisites,
 and profits of Leets and Courts, Waifes, Estrales, Fel-
 lons Goods, Goods of Fugitives and Out-laws, Tiths,
 Oblations, Obventions, Royalties, Privileges, Iu-
 risdiction, Preheminences, and Hereditaments what-
 soever of him the said V. VV. situate, lying and being
 renewing, growing, or comming in S. M. aforesaid, or
 elsewhere in the said County of H. And also all that
 the Advowson, Donation, Nomination, Presentati-
 on, free Disposition, and right of Patronage of the
 Parish Church of S. M. aforesaid: And all and every
 the Profits, Commodities, Emoluments, and other
 Hereditaments whatsoever, with all and singular the
 appurtenances of him the said V. VV. situate, lying
 and

and being, comming, growing, arising, and renewing within the Town, Fields, Parish, Hamlets and Territories of S. M. aforesaid, or elsewhere within the said County of H. and all the estate, right, title, interest, property, claim and demand whatsoever of him the said V. W. of, in and to the same Mannor, Messuages, Tenements, Hereditaments, and other the premisses, and every part and parcell thereof: and the reversion and reversions, remainder and remainders thereof, and of every part thereof, and all and every the rent and rents thereupon reserved, due and payable, or any part thereof. All which premisses were by the said V. W. bargained and leased to the said A. B. I. P. and J. G. their executors and assigns, by Indenture bearing date &c. for the term of three moneths next ensuing the making of the said Indenture, as in and by the same Indenture, reference being thereunto had, may more fully and at large appear. *To have and to hold* the said Mannor of S. M. with the appurtenances, and all and singular the said Messuages, Tofts, Crofts, Lands, Tenements, and the said Advowson and right of Patronage of the Parish Church of S. M. aforesaid, and every the profits and emoluments thereby arising and renewing, and all and singular other the premisses hereby conveyed and assured, or meant, mentioned or intended to be by these presents conveyed and assured, with their and every of their rights, members and appurtenances, and the reversion and reversions, remainder and remainders thereof, and of every part thereof, unto the said A. B. I. P. and J. G. and their heirs and assigns, to the severall uses, intents and purposes, and upon the trust and confidence, and under the severall provisions, conditions and limitations hereafter, in and by these presents expressed, limited and declared, and to and for none other use, intent or purpose whatsoever:

(That

(That is to say) as for and concerning all the Farm, Messuage or Tenement commonly called or known by the name of *Causin-Farm*, and all and every the Houses, Buildings, Barns, Stables, Yards, Gardens, Orchards and Lands, arable Meadow and Pasture, containing by estimation one hundred acres, be the same more or less, to the said Messuage, Farm or Tenement belonging, or in any wise appertaining, with the appurtenances, situate lying and being in S. M. aforesaid, and now or late in the possession or occupation of the said A. B. or his Assigns: And all the Farm, Messuage or Tenement in S. M. aforesaid; together with all and every the Houses, Edifices, Buildings, Barns, Stables, Yards, Gardens, Orchards, arable Lands, containing by estimation sixty acres, be the same more or less, and all Closes, Meadows, Pastures, and Hereditaments to the said Messuage or Tenement belonging, or in any wise appertaining, with the appurtenances now or late in the tenure or occupation of the said A. B. or his assigns: And also all that Messuage or Tenement, Houses, Buildings, Barns, Stables, Orchards, Gardens, arable Lands, containing by estimation a hundred acres, be the same more or less, Closes, Meadows, Pastures, Lands, Tenements and Hereditaments to the said Messuage or Tenement belonging or in any wise appertaining, situate, lying and being in S. M. aforesaid, with the appurtenances heretofore in the tenure or occupation of C. D. and now or late in the tenure or occupation of T. W. or his assigns; and all those arable Lands, containing by estimation thirty acres, be the same more or less, and all those Closes, Meadows, Pastures, Lands, Tenements and Hereditaments, with their and every of their appurtenances, situate and being in S. M. aforesaid, now or late in the occupation of &c. or his assigns; and also all those twenty acres of arable

rable Land, Meadow or Pasture in S. M. aforesaid,
 now or late in the tenure or occupation of W. H. or
 his Assigns : Together with all and singular Wayes,
 Easments, Commons, Common of Pasture, Profits,
 and Commodities whatsoever to the said premisses,
 or any part thereof, belonging or appertaining, or
 therewith used or enjoyed, or accepted, reputed or
 taken as part, parcell or member thereof, with their
 and every of their appurtenances, To the use and be-
 hoof of the said V. W. for and during the term of his
 naturall life, without impeachment of or for any
 manner of strip or waste ; And from and after his de-
 cease, to the use and behoof of the said F. for and
 during the term of her naturall life, for her joynture,
 and in liew and recompence of her Dower and ti-
 tle of Dower, and from and after the severall de-
 ceases of them the said V. W. and F. his VVife, then
 to the use and behoof of the first Son of the body of
 the said V. VV. on the body of the said F. lawfully be-
 gotten or to be begotten ; and of the Heirs males of
 the body of such first Son lawfully to be begotten :
 and for default of such issue, then to the use and
 behoof of the second son of the body of the said V.
 VV. on the body of the said F. lawfully begotten or
 to be begotten, and of the Heirs males of the body
 of such second Son lawfully to be begotten ; and for
 default of such issue, to the use and behoof of the
 third, fourth, fifth, sixth, seventh, eighth, ninth, tenth,
 and every other Son on the body of the said F. law-
 fully begotten, or to be begotten ; and of the Heirs
 males of the body of every such to be begotten Son
 lawfully to be begotten, the eldest Son, and the Heirs
 males of his body being alwayes preferred before the
 younger Son, and the Heirs males of his body, accord-
 ing to the seniority and priority of birth and age ;
 and for default of such issue, then as for and concern-
 ing

ning all and singular the premisses hereby limited
 and appointed to and for the Jointure and lively-
 hood of the said F. with their and every of their ap-
 purtenances, and the reversion and reversions, re-
 mainder and remainders thereof, and of every part
 thereof, to the use and behoof of the said A. B. I. P.
 and I. G. and their Assigns, for and during the term
 of their natural lives, and the life of the longest liver
 of them, and from and after their decease, and the
 decease of the survivor of them, to the use and
 behoof of the Executors, Administrators and Assigns
 of the survivor or survivors of them the said A. B. I. P.
 and I. G. for and during, and unto the full end and
 term of sixty years from thence next ensuing, and
 fully to be compleat and ended, upon trust and con-
 fidence, and to the uses, intents and purposes
 hereafter in and by these presents limited, expressed
 and declared: (That is to say) from and after the
 decease of them the said A. B. I. P. and I. G. and of
 the survivor of them, and from and after the end, ex-
 piration and other determination of the said Term of
 threescore years, as aforesaid, then as for and concern-
 ing the reversion and reversions, remainder and re-
 mainders of the said Messuage, Lands, Tenements and
 Premisses so limited, for lives and years aforesaid,
 And as for and concerning all that the Mannor of S.
 M. aforesaid, Mannor-house or Capital Messuage,
 and all and every the Houses, Edifices, Buildings,
 Barns, Stables, Yards, Orchards, Gardens, Lands,
 Closes, Meadows, Pastures, Feedings, Tenements and
 Hereditaments, commonly called or known by the
 name of the Demeasn Lands of the Mannor of S. M.
 aforesaid, situate, lying and being enclosed and envi-
 roned with a ring hedge, near about the said Capital
 Messuage, and for and concerning all other the Lands,
 Closes, Meadows, Pastures, Feedings, Tenements
 I and

and Hereditaments , with their and every of their appurtenances , and the reversion and reversions, remainder and remainders thereof , whereof no estate, use or uses , is or are herein formerly limited and declared : To the use and behoof of the said V. VV. and his assigns, for and during the term of his Naturall life, without any impeachment of or for any manner of strip or watte ; and from and after his decease, to the use and behoof of such person and persons , for such estate and estates , and for such use and uses , and in such sort, manner and form , as the said V.W. by any his Deed or Deeds in writing , indented, sealed, delivered and executed in the presence of three credible Witneses at the least, shall declare, limit and appoint, and untill such declaration, limitation or appointment, then to the use and behoof of G. W. eldest son of the body of the said V.W. and of the heirs males of the body of the said G. W. lawfully begotten , or to be begotten , and for default of such issue , then to the use and behoof of R. W. second son of the body of the said V. W. begotten, and of the heirs males of the body of the said R. W. lawfully to be begotten ; and for default of such issue , to the use and behoof of the third, fourth, fifth, sixth, seventh, eighth, ninth , tenth and every other Son of the body of the said V. W. lawfully begotten or to be begotten, and of the heirs males of the body of every such to be begotten Son , lawfully begotten ; the elder son and the heirs males of his body to take place, and be preferred according to their seniority and priority of birth and age; and for default of such issue, to the use and behoof of the heirs of the said V. W. lawfully begotten or to be begotten , and for default of such issue , to the use and behoof of the right heirs of the said V. W. for ever. And the true intent and meaning of these presents, and of all the parties hereunto upon the execution

tion of these presents is, and the special trust and confidence in them the said A. B. I. P. and I. G. their executors, administrators and assigns hereby reposed, is hereby declared and agreed to be, That if in case the said V. W. shall depart this life, having no issue male of his body upon the body of the said F. lawfully begotten, or without leaving the said F. with child of a Son, who hereafter shall be born alive; and having at the time of his decease, one, two or more Daughters of his body on the body of the said F. lawfully begotten, then living; or if there be one onely Daughter, if she be not preferred in marriage with eight thousand pound portion; or if there be two such Daughters, and if they be not severally preferred in marriage with one thousand pound a piece; or if there be three such Daughters, if they be not preferred in marriage, with portions of one thousand marks a piece, as is hereafter mentioned: Or if the said V. W. leaving the said F. with child of one or more Daughter or Daughters, who shall after be born alive; that then the said A. B. I. P. and I. G. the survivor and survivors of them, his and their Executors, Administrators and Assigns, out of the rents, issues and profits of the said Messuages, Cottages, Gloses, Pastures, Meadows, Tenements, Hereditaments and other the premises with the appurtenances so to them limited and appointed for lives and years as aforesaid, shall raise and levy as soon as conveniently may be for the portion of such Daughter, if there be but one, the sum of two thousand pound of lawfull &c. to be paid to such onely Daughter, her Executors and Assigns, at her age of eighteen years, or day of marriage which shall first happen, or as soon as the said summe of two thousand pounds can be raised: And if there shall be two such Daughters, the sum of one thousand pound a piece. Or if there be three Daughters,

I 2

then

then for the portions of the three Daughters, the sum of one thousand marks a piece of current &c. to be paid to them, their Executors and Assigns, severally and respectively, at their severall and respective ages of eighteen years, or daies of marriage, which shall first happen, or as soon as the same can be conveniently raised: And upon this further trust and confidence, and to the intent and purpose, that if it shall happen the said V. W. dy, leaving one only Daughter, or two or three Daughters of his body on the body of the said F. begotten, then living or afterwards to be born as aforesaid; And that the said only Daughter shall happen to depart this life before she accomplish her age of eighteen years, or day of marriage, or if there fortune be two or more Daughters, then if both or all the said Daughters dy or depart this life before either or any of them accomplish their severall ages of eighteen years, or be married, as aforesaid, then the said several sums of money intended for the portions and advancements of such Daughter or Daughters as aforesaid, or so much thereof as shall be raised or levied out of the rents, issues and profits of all or any the premises (all charges and expences being defrayed, wherein full and liberall allowance shall be made and given) shall be satisfied and paid to such person or persons as the said V. W. his Heirs or Assigns by any writing under his or their hand, subscribed in the presence of two or more Credible Witnesses, shall limit and appoint. And in default of such limitation and appointment to the Executors or Administrators of the said V. W. and his Heirs: And upon this further trust and confidence, and to the intent and purpose that the said A. B. I. P. and I. G. and the survivors and survivor of them, his and their Executors and assigns, shall out of the rents, issues and profits of the said Messuages, Cottages, Lands, Tenements

ments, Hereditaments and premisses so to them limited for raising of portions, as aforesaid, with their and every of their appurtenances, leavy and pay, or cause to be levyed and paid to and for the maintenance of such Daughter or Daughters, as aforesaid, if there be but one onely Daughter, the sum of 50*l*. *per annum*; and if there be two or three Daughters, the sum of 30*l*. *per annum* a piece untill such Daughter or Daughters respectively shall attain to her or their age of eighteen years, or shall be married, and her or their portions paid as aforesaid. *Provided* always, that it is the true intent and meaning of all the said parties to these presents, That if the said V. W. shall happen to depart this life without any issue female of his body upon the body of the said F. begotten, or without leaving the said F. with Child of one or more Daughters that shall be after born alive, That then the estate and estates so limited, as aforesaid, to the said A. B. I. P. and I. G. for their lives; and after their deceases, to their Executors and Administrators for sixty years, shall cease, determine and be utterly void. *Provided* also, that from and immediately after such time as the aforesaid A. B. I. P. and I. G. their Executors or Assigns, shall or might have limited and raised the said several sums for portions, and present maintenance of such Daughter and Daughters as aforesaid, that the said estate for lives and years limited to them in trust as aforesaid, shall cease, determine, and be utterly void; and the said Messuages, Cottages, Lands and Tenements, and all and singular other the premisses, so to them limited as aforesaid in trust, shall immediately go and be to such person or persons to whom the reversions or remainder of the said Messuages, Lands and premisses shall belong and appertain. And the said V. W. for himself, his heirs, executors, administrators and assigns,

and every of them, doth covenant, grant and agree to and with the said A. B. I. P. and I. G. their Heirs, Executors, Administrators and Assigns, and to and with every of them by these presents, that the said Messuages, Cottages, Closes, Meadows, Pastures, Tenements and Hereditaments, and all and singular other the premisses, before by these presents so respectively limited and appointed for the Jointure of the said F. now are, and so from time to time, and at all times hereafter (for and notwithstanding any act or default of the said V. W. his Heirs and Assigns, or any of them) shall remain, continue, and be to the said F. and her Assigns, of the clear yearly value of &c. over and above all charges and reprises. *Provided* alwaies, and upon this further condition, and to the further use, intent and purpose, That if the said V. W. happen to depart this life, leaving a Son of his body on the body of the said F. lawfully begotten, and the said F. do him survive, and afterwards to intermarry with any person or persons whatsoever, that then, from and immediately after the said marriage as for and concerning one full fifth part, (in five parts to be divided) of all and singular the said Messuages, Lands, Tenements and Hereditaments, with the appurtenances before hereby specified to be limited and appointed to and for the Jointure of the said F. aforesaid; that the use and uses, estate and estates thereof limited to the said F. shall cease, determine, and be utterly void; and that from thenceforth they the said A. B. I. P. and I. G. and the Survivors, and Survivor of them, his and their heirs and assigns, shall stand and be seized of the full fifth part of the said Messuages, Lands, and premisses, from and immediately after the intermarriage of the said F. to the use and behoof of the said Sonne of V. W. on the body of the said F. begotten, for and during the term of the natural
life

life of the said F. for her maintenance; any thing herein contained to the contrary in any wise notwithstanding. Provided also and upon this condition, and so it is covenanted, granted, declared and agreed by and between all and every of the said parties to these presents, and their heirs and assigns respectively, and it is the true intent and meaning of these presents, That it shall and may be lawfull to and for the said V. W. at any time hereafter during his naturall life, from time to time, by one or more Indenture or Indentures under his hand and seal, to lease, demise, set and to farm-let all and every, or any of the said Mannors, Messuages, Lands, Tenements, Hereditaments and Premisses, with the appurtenances, which have been usually set and to farm-letten, unto any person or persons whatsoever, for the term of three lives, or for any number of years determinable upon one, two or three lives, or for the term of one and twenty years, or over or under in possession and not in reversion, so as upon every such Lease and Demise, the antient and accustomed rent, or more, or the rent, or the rents now payable or paid, or more (over and besides Duries, Heriots and Services due and accustomed) be thereupon reserved, and so as such Rents, Duties, Heriots and Services upon such Lease and Leases, severally reserved, shall and may be, and continue due and payable unto him, her or them respectively and successively, unto whom the reversion and reversions, and remainder thereof, is hereby limitted and appointed as aforesaid. *Provided* also, and upon this further condition, and so it is covenanted and agreed by and between all and every the parties to these presents, thar if at any time from and after the death of the said V. W. the said G. W. Son and heir of the said V. W. or such other person or persons as shall be heirs at law of the said V. W.

shall and do well and truly satisfy and pay , or cause to be satisfied and paid unto the said A. B. I. P. and I. G. and to the Survivor and Survivors of them, his and their Heirs, Executors, Administrators and Assigns, if H. A. Son of the said F. be then living, the sum of four thousand and five hundred pounds of current &c. And if the said H. A. be dead , the sum of five thousand pounds of like current money, at or in the &c. To the end, that thereby the said A. B. I. P. and I. G. their Heirs, Executors, Administrators and Assigns, may be thereby enabled to purchase Lands, and Tenements of the value of &c. or may imploy and dispose of the same for the use , benefit and advantage of the issue of the body of the said F. lawfully begotten or to be begotten : or if the said V. W. or the said Heir at law as aforesaid, or any of them, shall at their own proper costs and charges , settle, convey and assure , or cause and procure to be conveyed and assured, other Lands, Tenements and Hereditaments, which shall be of the clear yearly value of two hundred and fifty pounds *per annum* , above all charges and reprises, unto the said A. B. I. P. and I. G. their heirs and assigns , and to the survivors and survivor of them, his and their heirs, executors, administrators and assigns, to the like several uses, intents, and purposes, and upon the like trusts and confidences, and under the like conditions , provisoes, powers and limitations as are hereby formerly limited and appointed ; Excepting onely the said Messuage, Lands and Tenements herein and hereby limited to and for the jointure of the said F. That then and immediately from and after such payment or settlement, as aforesaid, the severall uses and estates herein and hereby limited (other than the estate for life limited to the said F. as aforesaid) of, for or concerning the said Land and Premises , for the use and benefit of the

the issue of the body of the said V. W. on the body of the said F. lawfully begotten or to be begotten, and every of them shall cease, determine, and be utterly void. And the said V. W. for himself, his Executors, Administrators and Assigns, doth covenant, grant, and agree to and with the said A. B. I. P. and I. G. their Heirs and Assigns, and to and with every of them by these presents; That for or notwithstanding any act or thing whatsoever heretofore done or suffered by the said V. W. his Heirs or Assigns, or hereafter by him, them or any of them, to be done or suffered to the contrary, the said V. W. now is, and so at the time when the first estate of the said Mannor, Advowson, Messuages, Lands, Tenements and premisses, and every part and parcell thereof, shall be conveyed and assured to the said A. B. I. P. and I. G. their Heirs and Assigns, to the uses aforesaid, shall stand and be seized thereof, of a good, perfect, absolute and indefeasible estate of inheritance in fee-simple, or fee-tail, without any reversion or remainder in the Crown, or without any Covenant or use to alter, change or determine the same. And also that he the said V. W. for and notwithstanding any act or thing whatsoever heretofore done or suffered to the contrary, as aforesaid, hath, and so at the time of the execution of the said first estate of the said Mannor, Advowson, Messuages, Lands, Tenements, and Premises, and every part and parcell thereof, with their and every of their appurtenances, to the said A. B. I. P. and I. G. their Heirs and Assigns, shall have full power, good right and lawfull authority to grant, convey and assure the said Mannors, Messuages, Lands, Advowsons, Tenements and premisses, with their and every of their appurtenances, to the said A. B. I. P. and I. G. their Heirs and assigns, to the uses, intents and purposes aforesaid, according to the true intent and

and meaning of these presents. And the said V. VV. for himself, his Heirs, Executors, Administrators and Assigns, and every of them doth covenant, promise, grant and agree to and with the said A. B. I. P. and I. G. and their Heirs and Assigns, and to and with every of them by these presents, That the said V. VV. and his Heirs, shall and will from time to time, and at all times hereafter, during and within the 8c. years next ensuing the date of these presents, upon the reasonable request, and at the costs and charges in the law of the said V. VV. his Heirs or Assigns, or any of them, do, make, acknowledge, levy, execute and suffer, or cause to be made, done, levyed, acknowledged, executed and suffered, all and every such further and other lawfull and reasonable act and acts, thing and things, device and devices, conveyance and conveyances, assurance and assurances in the Law whatsoever, for the further, more perfect, and better assurance, surety, sure making, conveying and assuring of the said Mannor, Advowson, Messuages, Lands, Tenements and Hereditaments, and all and singular the premisses with their and every of their appurtenances, unto the said A. B. I. P. and I. G. their Heirs and Assigns, to the uses, intents and purposes, and under the Conditions, provisos and limitations before mentioned, expressed and declared, and to and for none other use intent and purpose whatsoever, Be the same by one or more fine or fines, with Proclamations to be levyed and executed in due form of Law, Feofment or Feofments, recovery or recoveries, with single, double or treble Voucher or Vouchers, Deed or Deeds, enrolled or not enrolled, the enrolment of these presents, Release, Confirmation with warranty, as aforesaid, or otherwise without warranty; or by all, every or any of the aforesaid waies or means; or by any other lawful and reasonable waies or means

means whatsoever, as by the said A. B. I. P. and I. G.
 the survivor or survivors of them, his or their heirs or
 Assigns; or as by his, their or any of their Councill
 learned in the Law, shall be reasonably devised or re-
 quired: Which said Fine or Fines, Feofment or Feof-
 ments, Recovery or Recoveries, and Assurances what-
 soever, had, made and executed, or hereafter to be had
 made and executed by the said V. W. his Heirs and As-
 signs, or by any other person or persons whatsoever,
 touching and concerning all and every or any of the
 premisses, with their and every of their appurtenances,
 and every part and parcel thereof, shall be and enure, and
 shall be adjudged, demised, construed and taken to be
 and enure to the uses, intents and purposes before in-
 and by these presents limited, expressed and declared,
 and to and for none other use, intent or purpose what-
 soever; any former or other Declaration of use or u-
 ses to the contrary thereof, in any wise notwithstan-
 ding. *Provided* nevertheless, and upon the condition,
 and it is covenanted, declared and agreed by and be-
 tween all and every the parties to these presents, their
 Heirs and Assigns, and every of them respectively by
 these presents; That it shall and may be lawfull to
 and for the said V. W. at any time or times hereafter,
 during his natural life, by his Deed or Deeds inden-
 ted, to be by him sealed and delivered in the presence
 of three or more credible Witnesses, by and with the
 consent and approbation of the said A. B. I. P. and
 I. G. or of the survivor or survivors of them, his or
 their Heirs or Assigns, testified in writing under
 their hands and seals, to alter, change, revoke, deter-
 mine or make void all or any the estate or estates, use
 or uses, before by these presents limited and appointed,
 except only the uses before hereby limited and appoin-
 ted to or for the Jointure of the said F. as aforesaid, and
 that from and after such alteration, change, revocation,
 deter-

determination or making void thereof, or of any part thereof, these presents and all other assurances in the Law whatsoever, shall be and enure, and shall be adjudged, deemed, construed and taken to be, and to enure. And they the said A. B. I. P. and I. G. and their Heirs and Assigns, and the Heirs and Assigns of the survivor and survivors of them, shall stand and be seized of all and singular the premises, (except before excepted) or so much thereof, whereof such alteration, change, revocation, determination or making void, shall be had and made, as aforesaid, to such other use and uses, and to the use of such person and persons, and for such estate and estates, and in such sort, manner and form, as the said V. W. by any Deed or Deeds indented, sealed, delivered and executed, in the presence of three or more credible Witnesses, by and with such consent and approbation shall declare, limit, or appoint: and from and after such revocation, in default of such declaration, limitation and appointment, then to the uses, intents and purposes before by these presents limited, expressed and declared, and to and for none other use, intent or purpose whatsoever; Any thing in these presents, or in any former or other declaration of use or uses contained to the contrary thereof, in any wise notwithstanding. *In witness &c.*

A Condition for payment of Rent Quarterly for Lands held from year to year, at the pleasure of the Lessor.

THE Condition of this Obligation is such, That whereas the above bounden T. H. hath and holdeth from year to year, at the will and pleasure of the above named I. M. certain Closes and parcels of ground lying and being in the Parish of S. above-written in the County of Bercks, parcel of the Lands belonging

longing to the Tenement there called B. for and under the yearly rent of, &c. to be paid quarterly. If therefore the said T. H. his heirs, Executors and Administrators, or any of them do well and truly pay or cause to be paid unto the said I. M. or to his certain Attorney, Executors or Assigns, the said yearly rent of &c. at the now dwelling house of the said I. M. in T. above-written, in manner and form, as followeth; (That is to say) upon the four and twentieth day of *June* next ensuing the date hereof &c. upon the eight and twentieth day of *Septem.* next also ensuing other, &c. upon the four and twentieth day of *December* next also ensuing other &c. and upon the four and twentieth day of *March*, which shall be in the year of our Lord God &c. other &c. and so forth quarterly and every quarter; the one next and immediately ensuing the other upon the like daies, the sum of &c. during all the time and term that the said T. H. and his Assigns, shall so hold and enjoy the said Closes and Grounds at the will of the said I. M. And moreover do from time to time during all the said Term, at his own costs and charges, maintain and keep the same premises in good and sufficient Fences and Bounds; and in the end of the said time, do leave and yield up the same well and sufficiently Fenced and bounded, without any Cavillation: *That then &c.*

A Sale of the Moity of Rent reserved by lease.

THis Indenture made the &c. between R. B. of &c. Executor of the last Will and Testament of R. R. late of &c. deceased, and P. R. &c. on the one part; and A. G. &c. on the other part: *Witness:* That whereas the said P. R. being interessed and possessed by Lease dated, &c. made and granted unto him the said P. R. by and from one W. T. of &c.
of

of all that Messuage, Tenement or Inn, called or known by the name or sign of the *Black Bell*, situate in *Fleet-street*, in the parish of *St. Dunstan*, &c. And of all Cellers, Sollers, Rooms, Barns, Stables, Hay-lofts, Gate-houses, liberties of passage, Courts, Yards, Windows, Lights, Water-courses, Racks, Planks, Mangers, and all other the appurtenances whatsoever to the said Messuage or Tenement belonging or appertaining (except as in the said Lease made to the said P. R. of the premisses, is excepted) did afterwards by his Indenture of lease bearing date &c. for the considerations therein expressed, demise, grant and to farm-let unto T.R. Citizen, &c. his Executors, Administrators and Assigns, all those Rooms, Chambers, Lodgings, Cellers, and Easements hereafter particularly mentioned, being parcell of the said Messuage, Tenement or Inn, called &c. and then in the tenure of the said P. R. or of his Assigns (That is to say) One Celler lying under the Shop, then and yet in the occupation of the said T. R. or of his Assign: One Room or Chamber towards the street, called, *The Crown*, being part over the said Shop and part over the said gate, or way leading into the said Messuage, Tenement or Inn, called *The Black Bell*; One other little dark Room or Chamber, called *the Faggot Chamber*, lying backward behind part of the said Room or Chamber, called the C. on the same floor, with liberty to make and contrive convenient light or lights, from the Yard of the said Messuage, Tenement or Inn aforesaid, to serve the said Room, called the F. Room, and the same so made, to enjoy during the said Lease; One other Room, Chamber or Lodging towards the street, called *The Angel*, directly over the said Chamber, called the C. One other Chamber or Lodging, commonly called, *The two Bed Chamber*, lying backwards behind part of the said Room or Chamber, called the A. on the same floor;

door; And also one piece or parcel of the lower room, then in the occupation of the said T. R. or of his Assigns, to contain by estimation &c. next behind the West end or side of the said Shop, then in the occupation of the said T. R. towards the North, for the making and contriving of a pair of Stairs to lead from the said Shop unto the said demised premises, and also from thence to make and contrive a convenient way or passage to lead into the Celler before mention'd: together with all lights, waies, easements, commodities and appurtenances, to the said premises belonging or appertaining. *To have and to hold* the said &c. unto the said T. R. his execut. administrat. and assigns, from the feast of &c. then next coming after the date of the said lease last recited, unto the end and term of &c. from thence next ensuing, and fully to be compleat and ended. And for and under the yearly rent or reservation of the first two years, and one quarter of the said term, of one Pepper corn: And afterwards during the whole term, for and under the yearly rent of &c. payable, as in and by the said indenture of lease made to him the said T. R. amongst divers other Covenants, Grants, Articles and Agreements therein contained, more fully and at large it doth and may appear. And whereas afterwards the whole estate, right, title, interest, term of years, property, claim and demand of the said T. R. in and to the said premises before mentioned or recited, by good and sufficient conveyances in that behalf made, came into the hands and possession of the said R. R. who dyed thereof lawfully possessed; and by and after whose decease, the said Indenture of Lease first mentioned, term of years and premises aforesaid, was lawfully vested and settled in the said R. B. as Executor of the last Will and Testament of the said R. R. And whereas the said R. B. being of the premises so possessed

Recital.

possessed as aforesaid, by his Indenture or Deed indented, bearing date &c. for the considerations therein mentioned, did grant, bargain, sell, assign and set over unto I. C. &c. his Executors, Administrators and Assigns, the Moity or one half part of the Messuage, Tenement or Inn, called *The Black Bell*, aforesaid; and the Moity of all and singular Shops, Cellars, Sollers, Rooms, Barns, Stables, Hay lofts, Gate-houses, liberties of passage, Courts, Yards, Windows, Lights, Water-courses, Racks, Planks, Mangers, and all other the appurtenances whatsoever, to the said Messuage, Tenement or Inn belonging or appertaining; and the Moity of all Houses, Edifices and Buildings then standing or being upon the premises, or any part thereof and the Moity of all and singular other the premises whatsoever, mentioned to be demised, in and by the said Indenture of Lease first mentioned (except as in the same Indenture is excepted) *To have and to hold* the said Moity of the said Messuage, Tenement or Inn, called the &c. and of all other the premises aforesaid (except before excepted) unto the said I. C. his executors administrators and assigns, from thenceforth during the residue then to come and unexpired of the whole term granted by the said Indenture of Lease first mentioned, made to the said P. R. as aforesaid; as in and by the last Indenture or Deed indented (amongst other things also) more at large it doth and may appear. Now this Indenture witnesseth, that the said R. B. and P. R. for and in consideration of the sum of &c. to him the said P. R. by the direction and appointment of the said R. B. well and truly paid before the enscaling and delivery of these presents by the said A. G. whereof they the said R. B. and P. R. do acknowledge themselves to be fully satisfied, contented and paid; and thereof, and of every part and parcell thereof, do clearly acquit and discharge the said A. G. his Executors,

sons and Administrators by these presents, Have granted, bargained, sold, assigned and set over, and by these presents, do clearly and absolutely grant, bargain, sell, assign and set over, unto the said A. G. his Executors, Administrators and Assigns, all that the Moiry or half part of all and singular the said Rooms, Chambers, Lodgings, Cellers, Waies, Lights, Liberties, Passages, Commodities and appurtenances; and of all other the premisses demised to the said T. R. by the said P. R. in and by the said Indenture of Lease, before recited, and of every part and parcel thereof, together with the Moiry or half part of the said yearly rent of 8*l*. reserved by the said Indenture of Lease, and full liberty, power and authority to receive and take the same from time, at such Feasts and days as the same shall grow due and payable by the said lease during the said term thereby granted. *To have and* hold the said Moiry of all and singular the said Rooms, Chambers, Lodgings, Rents and other the premisses with the appurtenances, before by these presents mentioned to be granted, bargained, sold, assigned and set over, and every part and parcel thereof, with liberty, power, and authority to receive and take the said rent, as aforesaid, unto the said A. G. his Executors, Administrators and Assigns, from the enacting and delivery of these presents, for and during the rest and residue of the said term of 8*l*. years, to him the said T. R. granted, as aforesaid, now to come and unexpired, in such like large and ample manner to all intents and purposes, as they the said R. B. and P. R. or either of them, might, should, in any wise ought to have, take and enjoy the same. And the said R. B. and P. R. for themselves, and either of them, their and either of their Executors, Administrators and Assigns, and for every of them, do covenant, promise and grant to and with

8cc. (That is to say) That the said R. B. and P. R.
 or one of the m, at the time of the enfealing and deli-
 very of these presents, are and stand, or one of them
 is and standeth so lawfully and absolutely possessed of
 the premisses, as that they the said R. B. and P. R.
 or one of them, now have or hath good right, full po-
 wer and lawful authority hereby to grant, bargain, sel,
 assign and set over the said Moity of the said severall
 Rooms, Chambers, Lodgings, and other the premisses
 with the appurtenances before by these presents men-
 tioned to be granted, bargained, sold, assigned and set
 over, and every part and parcel thereof, unto the said
 A. G. his Executors, Administrators and Assigns, in
 manner and form aforesaid. And further, that he the
 said A. G. his executors, administrators and assigns, and
 every of them, shall from time to time, and at all
 times hereafter during the rest and residue of the said
 term of 8cc. years, granted to the said T. R. as afore-
 said, peaceably and quietly have, hold and enjoy the
 Moity of the said Rooms, Chambers, Lodgings and
 other the premisses, with the appurtenances before
 mentioned to be demised to the said T. R. by the In-
 denture of lease above recited, and every part thereof
 and the Moity of the said yearly rent of 8cc. by the
 same Indenture reserved, shall or may receive take and
 enjoy from time to time as the same shall grow due
 during the said Term, without the let, sure, trouble,
 disturbance, interruption or eviction of them the said
 R. B. and P. R. or either of them, their Executors,
 administrators and assigns, or any of them, or of any
 other person or persons whatsoever, lawfully claim-
 ing by, from or under them, or either or any of
 them; or by, from or under their, or any of their
 means, assent, title, consent or procurement, or by
 from or under the said R. R. deceased, and also ac-
 quitted and discharged of and from all and all manner

of former Grants, Bargains, Sales, Leases, Statute Merchant and of the Staple Recognizance, Judgements, Executions, Surrenders, Forfeitures, Re-entries, and of and from all other Titles, Troubles, Charges & incumbrances whatsoever, had, made, committed or done by the said P. R. and R. B. and R. R. deceased, or any of them; or to be had, made, committed or done by the said P. R. and R. B. their Executors &c. or any of them; or by their or any of their means, act, title, interest, default, consent or procurement. *In witness &c.*

A Lease of Lands by way of Mortgage, in consideration of a sum of money.

THis Indenture made the &c. Between the Right Honourable E. Earl of B. the Lady L. his Wife, Countess of B. the Right Honourable the Lord M. Baron of R. in the County of &c. Sir F. G. of &c. and E. W. of &c. on the one part: And I. W. of &c. on the other part: *Witnesseth,* That in consideration of the sum of *Consideration.* &c. to the said E. Earl of B. and the Lady L. Countess of &c. in hand paid by the said I. W. before the ensembling and delivery of these presents, whereof they do acknowledge the receipt, and thereof, and of every part and parcel thereof, do hereby clearly and absolutely acquit, exonerate and discharge the said I. W. his Heirs, Executors, Administrators, and Assigns, and every of them, for ever by these presents: They the said W. Lord M. Sir F. G. and E. W. at and by the special direction and appointment of the said E. Earl of B. and the Lady L. Countess of B. *Have demised, granted, Grant.* bargained and sold, and by these presents do demise, grant, bargain and sell unto the said I. W. his Executors, Administrators and Assigns, all those

Closes and Grounds, hereafter particularly named, situate, lying and being in the Hamlets, Parish or Fields of *Burley* in the County of R. (That is to say) One Close of Pasture & Meadow ground, commonly called or known by the name of *New Cow-close*, containing by estimation 110 acres, now in the tenure or occupation of R. I. Gent. or his assigns, One other close of Pasture, called &c. containing by estimation 170 acres at least, now in the tenure or occupation of *William Dalby* or of his assigns, Two Closes of pasture &c. Together with all and singular the waies, passages, profits, commodities, advantages and appurtenances whatsoever, to the said severall Closes and Ground, and every or any of them belonging or in any wise appertaining, or with them or any of them, now or heretofore usually occupied, demised or enjoyed, or accepted, reputed, taken or known, for or as part or parcel of them or any of them. And the reversion and reversions, remainder and remainders, rents and yearly profits whatsoever, of all and singular the said Closes and premisses before mentioned, and of every of them, *To have and to hold* the said Closes, Fields, Grounds, Hereditaments, and all and singular other the premisses, with their and every of their appurtenances before by these presents demised or mentioned to be hereby demised, granted, bargained or sold, and every part and parcel thereof, unto the said I. W. his executors, administrators and assigns, from the &c. day of &c. next ensuing the date of these Presents, unto the full end and term of 99. years, from thence next ensuing, and fully to be compleat and ended: *Yielding* and paying therefore yearly unto the said W. Lord M. Sir F. G. and E. W. their heirs or assigns, one Pepper-Corn onely at the &c. if the same be demanded, *Provided* alwaies, and it is fully agreed between the said parties to these presents, and every

every of them, That if the said E. Earl of B. the Lady L. Countess of B. W. Lord M. Sir F. G. and E. W. or any of them, their or any of their Heirs, Executors, Administrators and Assigns, or any of them, do and shall well and truly pay or cause to be paid unto the said I. W. his Executors, Administrators or Assigns, the sum of &c. in or upon the &c. at or in the &c. between the hours of &c. That then this present demise, grant, bargain and sale shall be utterly void, frustrate and of none effect, any thing herein before contained to the contrary thereof in any wise notwithstanding.

For payment of the money.

And that the said E. Earl of B. the Lady L. Countess of B. W. Lord M. Sir F. G. and E. W. or some of them, their or some of their Heirs, Executors, Administrators or Assigns, shall and will well and truly pay or cause to be paid unto the said I. W. his Executors, Administrators or Assigns, the said sum of &c. in or upon the &c. at or in the place aforesaid, and between the hours of &c. according to the true intent and meaning of these presents. And further, That the said Closes, Grounds and other the premises, before, in and by these presents mentioned to be demised, granted, bargained, and sold, now are and be, and so during the whole term of &c. hereby granted, bargained and sold, shall be, remain and continue of the clear yearly value of &c. over and above all charges and

For the quiet enjoying of the premises upon defaults.

reprises. And moreover if default be made in payment of the said sum of &c. herein before in the said proviso mentioned, or any part thereof, at the day, time and place before

mentioned and limited for the payment thereof: That then the said I. W. his Executors, Administrators and Assigns, and every of them, shall and may

from time to time, and at all times during the said term of &c. peaceably and quietly have, hold, use, occupy possess and enjoy the said Grounds, Lands, Tenements, Hereditaments, and all other the premises herein before mentioned to be demised, granted bargained or sold, with all and singular their and every of their appurtenances, and every part thereof, without the let, suite, trouble, denial, disturbance, expulsion or interruption of the said E. Earl of B. the Lady L. &c. W. Lord M. Sir F. G. and E. W. and of all and every other person or persons whatsoever, and discharged of and from all other bargains, sales, gifts, grants, leases, statutes, recognizances, extents, judgements, and all charges, estates, titles, troubles and incumbrances whatsoever, had, made, committed, suffered or done, or to be had &c. by the said E. Earl of B. the Lady L. Countess of &c. W. Lord M. Sir F. G. and E. W. or any of them, or by any other person or persons whatsoever. And

For further assurance further, that if default be made in payment of the said sum of &c. or any part thereof, at the day, time and place aforesaid, that then the said E.

Earl of B. the Lady L. Countess of B. W. Lord M. Sir F. G. and E. W. their Heirs, Executors, Administrators and Assigns, and all and every other person or persons lawfully having, claiming or pretending to have or claim any manner of estate, right, title, interest, claim or demand whatsoever, of, in or to the said Closer, Grounds, Hereditaments and premises, or any part thereof, shall and will make, do, suffer and execute, or cause and procure to be done, made, suffered and executed, all and every such further lawful and reasonable act and acts, thing and things, device and devices in Law whatsoever, for the further, better and more perfect assurance, surety, sure-making and

conveying of the said Closes, Grounds and premisses, with the appurtenances, and every part thereof, unto the said I. VV. his Executors, Administrators and Assigns, during the said term of ninety and nine years, according to the intent and meaning of these presents; as by the said I. VV. his Executors or Assigns, or by his or their Council learned in the Law shall be reasonably devised or advised and required. And the said VV. Lord M. Sir F. G. and E. VV. for themselves severally, and not jointly, nor one of them for each other, their several Heirs, Executors, Administrators and Assigns, and for every of them respectively, do covenant promise and grant to and with the said I. VV. his Executors, Administrators and Assigns, and every of them by these presents; That if default of payment be made of the said sum of £c. or any part thereof, at the day, time and place aforesaid, That then the said I. VV. his Executors, Administrators and Assigns, shall and may from time to time, and at all times during the said term of 80. peaceably and quietly have, hold, possess and enjoy the said Closes, Grounds and other the premisses before mentioned, to be hereby demised, granted, bargained or sold, without the lawfull let, sure, trouble, denial, disturbance, expulsion, eviction, or interruption of them the said VV. Lord M. Sir F. G. and E. VV. severally, their and every of their several and respective Heirs and Assigns, or any of them, or of any other person or persons, lawfully claiming in, by, from or under them or any of them respectively, as aforesaid; And discharged and clearly acquitted of and from all former Bargains, Sales, Gifts, Grants, Statutes, Recognizances, Exents, Judgements and of and from all other Charges, Estates, Titles, Troubles, and incumbrances whatsoever, had, made, committed, suffered or done by the said VV. Lord M. Sir F. G. and

E. VV. or any of them respectively, their or any of their several Heirs, Executors, Administrators or Assigns, or any other person or persons claiming or to claim, in, by, from or under them or any of them severally and respectively, their or any of their severall estates, act, title, means, consent or procurement. In witness whereof, the parties first above named, to these present Indentures have interchangeably set their hands and seals. Given, the day and year first above written, *Annoque Domini, 1634.*

A Covenant that after default of payment, the possession of lands in Mortgage shall be delivered to the Mortgagee, and also all Deeds and writings concerning the same.

AND the said A. B. for himself &c. That he the said A. B. his heirs and assigns, shall and will upon reasonable request to him or them to be made, after default shall happen to be made of or in any of the payments aforesaid (if it shall happen so to fall out) deliver or cause to be delivered unto the said C. B. his heirs and assigns, the quiet and peaceable possession and seizen of all and singular the before bargained premises: And shall then also, after such default of payment within one moneth then next ensuing, deliver and cause to be delivered unto the said C. D. his heirs and assigns, as well all and singular the Letters Patents, Deeds, Evidences, VVritings, Escrisps and Monuments before by these presents bargained and sold, as also all the true Copies of all such other Deeds and VVritings, as do touch and concern the before bargained premises, or any part thereof: Together with any other Lands, Tenements or Hereditaments not before mentioned: The said Copies to be written at the costs of the said D. his Heirs and Assigns.

A Letter of Attourney upon Covenants.

TO all Christian people &c. I, O. B. of &c. Son and Executor of A. B. &c. Whereas by one Indenture bearing date &c. made between the said A. B. on the one part, and C. D. of &c. on the other part: There are divers Covenants contained on the part and behalf of the said C. D. his Executors and Administrators, to be kept and observed, touching a lease granted to the said A. B. by the Dean and Chapter of the Collegiate Church of &c. of a certain Tenement lying in the precincts of Saint *Martins le grand* in London, and covenanted to be transferred over by the said A. B. to the said C. D. as by the same Indenture, whereunto relation being had, more at large may appear. Now know ye, that I the said O. B. for divers good causes and considerations me moving, and especially for that it appeareth by the said Indenture that the name of my said father was used only in trust for the benefit of E. D. wife of the said C. D. and their issue, have, made, ordained, constituted, and in my stead and place put and appointed my Well-beloved Friend E. H. of &c. to be my true and lawfull Attourney for me, and in my stead and name if need require, to sue, implead and prosecute the said C. D. his Executors or Administrators, for or upon the breach or not performance of all or any the said Covenants in the said Indenture specified; and to have, receive and take for the use of &c. aforesaid, all such benefit, sum and sums of money, commodity and advantage whatsoever which shall be recovered or gotten by means of any such sales, actions or proceedings to be brought or commenced concerning the same; And all and other act and acts, thing and things whatsoever, which shall be needful to be done in and about the premises, the same for me and in my stead and name, to do, execute and perform

form in such like large and ample manner and form, to all intents and purposes, as I my self might or could do, if I were there personally present. And whatsoever lawful actions, suits, process and proceedings shall be hereafter commenced, sued or prosecuted by the said E.D. or his assigns, against the said C.D. his executors or administrators, touching the premisses, I promise to allow, maintain, justify and confirm by these presents, without releasing or discharging the said C.D. his executors or assigns, of the Covenants also aforesaid, or any of them, or of any suit, process or proceeding thereupon to be brought or commenced *In witness &c.*

An Assignment, with a Proviso, to have the Lease again upon payment of a sum of money.

THIS Indenture made &c. between G.B. of &c. of the one part, and VV.H. of &c. of the other part. VVheras one R.G. and his wife, by their Deed indented, bearing date &c. for the consideration in the said Deed indented, expressed, did demise, grant and to farm-let unto the said G.B. all that the Moiry and half deal of the mannor of D. with th'appurtenances, set, lying and being in &c. and the Moiry and half deal of all their Messuages, Dove-houses, Edifices, Buildings, Lands, Tenements, Rents, Reversions, Services, Mills, Meadows, Leasows, Pastures, Woods, Under-woods, Commons, Heaths, Profit, Commodities and Hereditaments, to the said Mannor of &c. belonging: set, lying and being within the Town, Fields, Parishes and Hamlets of C.N.D. VVithin the said County of G. or accepted, reputed or taken &c. *To have and to hold, &c. with divers Covenants, Articles, Agreements and Reservations in the said Indenture contained, as by the*

the said Indenture &c. Now this Indenture witnesseth, that the said G. B. for divers and sundry, &c. hath given, granted, aliened, assigned and set over, and by these presents doth &c. as well the said Moity &c. as also all the estate, right, title, use, interest, possession claim and demand whatsoever, of the said G. B. had and made, as is aforesaid, *To have and to hold*, the said Moity and half deal of the said Mannor of D. with the appurtenances, and all the estate, right, title, use, interest, claim, possession and demand whatsoever of the said G. B. &c. Provided nevertheless, and it is agreed between the said parties to these presents, That if the said G. B. his heirs, executors, or assigns, or any of them, do at any time hereafter pay and deliver or cause to be paid and delivered unto the said W. H. his executors or assigns, or any of them, the sum of &c. of lawful money of *England*, at one entire payment at or in the Church-porch of the Parish Church of C. aforesaid, within the said County of G. or at or in the place where the said Parish Church now standeth: that then and from thenceforth as well this present Grant and Assignment, and every Clause, Article and Sentence herein contained, to be utterly void, frustrate and of none effect: as also, that then, and from thenceforth, the said Moity of the said Mannor of D. and all other the premisses whatsoever, with their appurtenances, and ev'ry part and parcel thereof by these presents assigned and set over unto the said W. H. shall come and be to the said G. B. his Executors and Assigns, for and during all the number of years that shall (at the time of the payment to be had and made in manner and form aforesaid) be then to come and unexpired of the said term of &c. years granted unto the said G. B. his Executors and Assigns as is aforesaid; as though this present Indenture of Assignment of the premisses had not been had or made. *In witness &c.*

A Revoking of a pretended Contract of Matrimony.

LEt all men know and take notice by these presents, That we F. D. of S. and I. H. of &c. being desirous to have matters cleared between us concerning such proceedings as have been about treaty of Marriage between us; and that we brogh, notwithstanding any pretence of contract between us, may hereby declare and manifest to all people, That there was no absolute contract or engagement between us at any time for marriage of each other; but that we are free one from the other in that kind; and may each of us freely marry with others. VVe do therefore freely and without any compulsion, declare, manifest and make known unto all people, That we the said F. D. & I. H. were never absolutely contracted together in any contract of Matrimony, neither did we or any of us profess or declare that we would marry each other, unless (&c. our Friends &c.) we do therefore hold our selves no ways to be tyed or obliged each to other in any manner of contract of Matrimoney, or for marriage each of other; and therefore we do hereby freely (and absolutely release, and discharge each other of and from all and all manner of contracts, of or for marriage heretofore had, or pretended to be had or made between us; and we do hereby freely and fully release, acquit and discharge each other of us, and of and from all manner of actions suites or claims prosecuted, or which may be begun or prosecuted in any Court, Ecclesiastical or Civil, concerning the premisses. And in testimony of our free and full consents herein, we the said F. D. and I. H. have hereunto subscribed our names the day of &c.

An Assignment of Lands taken upon an extent.

THis Indenture made the &c. Between T. H. of &c. and W. W. of &c. of the one party, and

B. of &c. of the other party. Whereas the said T. H. lately recovered by judgement in his Majesties Court of Kings Bench, the sum of &c. against T. C. of B. &c. and thereupon the said T. H. in Michaelmas Term last, did take and sue forth executions by Writ of *Eligit*, directed to the then Sheriff of the said County of W. Whereupon by Inquisition, and by the Jurors then and there sworn, taken by the said Sheriff at the City of &c. The day of &c. Amongst other things it was found, That the said T. C. at the time of the said Inquisition, was possessed for and during the term of &c. years then to come, of and in one Messuage or Tenement, and divers parcells of Land, Meadow and Pasture, to the said Messuage or Tenement belonging or appertaining in C. in the said Parish of &c. as his proper goods; Which said term and interest of the said T. C. of or in the said Messuage or Tenement, the Jury at the time of the said Inquisition, did apprise and value at &c. pounds; Which said term of years the said Sheriff the day of the same Inquisition, did deliver to the said T. H. at the price and apprizance aforesaid; To hold unto the said T. H. and his assigns, as his proper goods and Chattels, according to the form of the Statute in that behalf made, and as parcell of the same debt and damages of the said T. H. recorded, as aforesaid; And the said Jurors also found, That the said T. C. was at the time of the said Inquisition, seized in his Demeasn, as of Fee, of and in one Messuage, and divers parcels of Land, Meadow and Pasture to the said Tenement belonging or appertaining, lying and being in B. &c. found by particular names and quantities, and then valued by the said Jurors to be worth &c. yearly; The Moiety of which said Messuages and premisses in B. by particular names and quantities, the said Sheriff did then also deliver unto the

the said T. H. at the rate and apprizement aforesaid. To hold to the said T. H. and his Assigns, as his freehold, according to the form of the Statute made on that behalf, untill the residue of the said debt of &c. should be thereby fully levied, as by the said Inquisition more particularly and at large it doth and may appear. Which said debt so recovered by the said T. H. and the said execution thereupon, was nevertheless in trust for the said W. W. party to these presents, and was the proper money of the said W. W. assigned to him by the said T. H. as part of the Marriage-portion of &c. Now *Witnesseth* these presents, That the said W. W. and T. H. as well for and in consideration of the sum of, &c. paid unto the said W. W. as also for divers good causes and considerations them therto moving, have granted, assigned and set over, and by these presents do grant, assign and set over unto the said I. B. all that the said Messuage or Tenement, Lands and premisses in C. aforesaid; and all the estate, interest, title and term of years yet to come; which the said W. and T. H. hath, or either of them hath, or have, or might have, of, in, or unto the said Messuage, Tenement, Lands and premisses, and every or any part thereof, by the said Extent or Inquisition aforesaid, or otherwise. And also all that the Moity or half deal or part of the said Messuage or Tenement, Lands and premisses in B. aforesaid; and all the estate and interest which the said W. W. and T. or either of them, have, hath or might claim, of, in or unto the said Messuage, Lands and premisses in B. or any part or parcel thereof, in as large, ample and beneficial manner, to all intents and purposes, as the said W. W. or T. H. or either of them, have, hath or might hold, claim or enjoy the same, &c. And the said W. W. and T. H. do severally, and not jointly, each one for himself, his Executors and Administrators

strators, covenant, promise and agree to and with the said I. B. his executors, &c. that he the said I. B. his &c. shall and may from henceforth quietly hold, occupy and enjoy all and singular the premisses, and every part thereof, free from any former grants, charges, assignment and incumbrances of the premisses, or any part thereof, made by the said W. &c. or any claiming from &c. And the said I. B. doth likewise by these presents for himself, his executors, &c. covenant, promise and agree to and with the said W. &c. That he the said I. B. his executors, &c. shall and will save, defend and keep harmless the said W. W. and T. H. their Executors, &c. of and from all manner of suits, troubles, charges, expences and sums of money, which the said VV. &c. shall be from henceforth at, put unto, sustain, disburse or undergo, for or by reason of the said extent, or any matter or thing therein contained, or that might come to happen to the said VV. &c. for or by reason of the estate which they or either of them had by extent aforesaid, or any the premisses hereby assigned, or by any occasion or reason rising or growing therefrom or by occasion thereof. *In witness &c.*

A Charter-party for a Ships Voyage.

THis Charter-party indented, made the &c. in the &c. Between L. K. Master of a Ship or Bark, called, *The Flower-de-luce* of P. in the County of D. of the Burthen of one hundred Tuns, or thereabouts, of the one part: and C. VV. and B. S. Merchants, of &c. *Witnesseth*, That the said Master hath demised, granted, and to freight-letten, and by these presents doth demise, grant, and to freight-let unto the said Merchants, their Factors and Assigns, all that the said Ship or Bark, with her Tackling, appurtenance and her apparel thereunto belonging or appertaining

taining, for and during one whole Voyage with the same Ship to be done and made in manner and form following (That is to say) the said Master covenanteth, granteth and agreeth, to and with the said Merchants, and every of them, That the said Ship or Bark, named, *The flower-de-luce*, now being prest'd and ready within the Port of the said Town of S. shall with the first good wind and apt weather (as God shall send) next after the date hereof, make sail and sails from thence directly towards and unto the Key of the City of *Roan*, under the Dominion of the *French King*; and there to tarry and abide by the space of *800*. daies curreant: During the which space the said Master covenanteth there to receive into the said Ship, Wares and other Merchandize, such as it shall then best please the said Merchants, their Factors or Assigns, there to load to a compleat and full loading of the said Ship. And the said Merchants and every of them, covenant to and with the said Master, to load or cause to be laden there, within the said space, Wares and such other Merchandise, as it shall then best please the said Merchants, or their Factors, for their most profit, to the compleat and full lading of the Ship, as is abovesaid. And moreover, the said Master covenanteth, concordeth, bargaineth and agreeth to and with the said Merchants and every of them, that the said Ship with her said loading laden in her within the said place, shall with the first good wind and apt weather (as God shall send) next after the said, *800*. daies be come and past, make sail and sails from thence directly towards and unto the said port of the said Town of S. where the said Ship shall with convenient speed, after her there arrivall, be discharged of her said lading of wares and other Merchandize laden in her, as aforesaid: and the same out of the said Ship there so discharged,

charged, shall be delivered unto the said Merchants or the owners thereof, as safely and well conditioned, (God sending the said Ship in safety.) And the said Merchants, and every of them, covenant to and with the said Master then and there to receive the said loading laden in her as aforesaid; & at the right discharge thereof, to pay or cause to be paid to the said Master or his assigns, the sum of 8*l*. and also to pay during the said Voyage, Windage, Groundage, Pilorage and Loadmanage, & all other arrearages, as in English ships are accustomed. And the said Master covenanteth that the said ship is, & during the said voyage shall be, stiff, strong and stanch, well and sufficiently victual'd, riggd and apparalled, with sufficient Marriners for the safe conducting of the said ship, and keeping of the Merchants goods during the said voyage. *In witness &c.*

A mortgage of Land upon money &c. for years.

THis Indenture made the 8*th*. Between T. A. of 8*th*. of the one part; and T. M. Vintner and Citizen of London, of the other part, *Witnesseth*, that the said T. A. for and in consideration of the sum of 8*l*. of lawfull money of *England* in hand paid unto him the said T. A. by the said T. M. at and before the enscaling and delivery of these presents; the receipt whereof the said T. A. doth hereby acknowledge; and thereof and of every part thereof doth hereby also clearly acquit and discharge he said T. M. his heirs and assigns; and for divers other good causes and considerations him the said T. A. thereunto moving, hath demised, granted, bargained and to farm letten, and by these presents doth 8*l*. unto the said T. M. his Executors, Administrators and Assigns, all those three severall pastures of grounds lying in S. within the parts of *Holland*, in the County of L. containing

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by

by estimation &c. be they more or less, now or late in the tenure or occupation of one I. B. his assignee or Assignees, *To have and to hold* the said three pastures, and every part and parcel thereof, with their and every of their appurtenances, unto him the said T. M. his Executors and Assigns, from the feast of &c. now next ensuing the date of these presents, for, during and untill the full end and term of 99. years from thence next ensuing, and fully to be computed, compleat and ended, *Yielding* and paying therefore yearly, during the said term, unto the said T. A. his heirs, executors, administrators or assigns, one Pepper-Corn, if it be lawfully demanded, at or on the feast-day of Saint *Michael* the Arch angel. And it is hereby concluded and agreed by and between the said parties to these presents, And the said T. A. doth for himself, and A. his wife, their heirs, executors, &c. covenant, promise and agree to and with the said T. M. his executors, administrators and assigns, that it shall and may be lawful to and for the said T. M. his executors, administrators and assigns, quietly and peaceably to have, hold, occupy, possess and enjoy all and singular the said three pastures or grounds and premises, with their and every of their appurtenances, from time to time, and at all times hereafter during the said term, without the lawful let & interruption of him the said T. A. and A. his wife, their and either of their heirs, executors or assigns, or of any other person or persons whatsoever, lawfully claiming from, by or under them or either of them; and also freed and discharged of and from all and all manner of former bargains, Sales, Gifts, Grants, Judgements, Executions and other Charges of Incumbrances whatsoever, had, made, done or suffered by them, or either of them, Provided alwaies, and it is nevertheless agreed and concluded by and between the said parties to these presents, and

it is the true intent and meaning thereof, That if the said T. A. his Executors, Administrators, &c. or either of them, shall well and truly pay or cause to be paid unto the said T. M. his executors, administrators or assigns, the full and entire sum of &c. of lawfull money of England on the day of &c. next ensuing the date of these presents, at or in &c. That then this present Indenture, Demise and Grant, and every Clause and Article therein contain'd, shall cease, determin, be void and of none effect; any thing in these presents contained to the contrary thereof, in any wise notwithstanding. *In witness &c.*

An Indenture of Bargain and Sale of a Mannor, with necessary Covenants.

THIS Indenture made the &c. Between I. W. of &c. on the one part; and R. D. of &c. and B. his Wife on the other part, Witnesseth &c. Hath granted, aliened, bargained and sold, and by these presents doth grant, alien, bargain and sell unto the said R. D. and B. his Wife, their Heirs and Assigns, all that the Mannor of &c. with the appurtenances, in the County of *Essex*: And all Lands, Tenements, and Hereditaments, with the appurtenances whatsoever, by what name or names soever the same or any of them be known or called, now in the tenure or occupation of W. E. or his Assigns, Together with all and singular the Lands, Tenements, Profits, Commodities and Hereditaments to the said Mannor of H. belonging or in any wise appertaining, or with the same at any time heretofore demised, used or occupied: or reputed, taken, occupied or known as any part, parcel or member thereof. And all other his Messuages, Lands, Tenements and Hereditaments whatsoever, lying and being in the Parishes of &c. or

in any of them in the said County of E. And all and singular the reversion and reversions, remainder and remainders of them, and every of them; and all Rents reserved upon any Demise or Lease of them, or any part of them; And also all the estate, right, title or interest, use, possession, claim and demand whatsoever, which he the said I. VV. now hath, may, might, should or in any wise ought to have, of, in and to all and singular the said bargained premisses, or any part thereof; Together withall and singular evidences, deeds, escripts, Charters, writings, Court Rolls, Books of survey and Monuments whatsoever concerning the same, as be now in the hands, custody and possession of the said I. VV. or in the hands, custody and possession of any other person or persons whatsoever, to his use, by his delivery, or which he may lawfully get or come by without sute in law. And the said I. VV. doth covenant, promise and grant for himself, his heirs, executors and administrators, and for every of them, to and with the said R. D. and B. his wife, their heirs and assigns, upon reasonable request, to deliver or cause to be delivered unto the said R. D. and B. or either of them, their or either of their heirs or assigns, at or before the feast-day of Saint Michael the Archangel, next ensuing the date of these presents, true Copies of all such Evidences and Writings which concern the said Lands, together with any other Lands of the said I. VV. to be written at the costs and charges of the said R. and B. or either of them, their heirs or assigns.

Habend. *have and to hold* all and singular the said Mannor of H. Lands, Tenements, and all other the aforesaid premisses, with all and singular their appurtenances, before, in and by these presents bargained and sold, and every part and parcell thereof unto the said R. D. and B. his wife, their heirs and assigns

That he is seized in fee, and hath power to grant. assigns for ever. And the said I. VV. for himself, his heirs, executors and administrators, doth covenant and grant to and with the said R. D. and

B. his wife, their heirs and assigns, by these presents, in manner and form following (that is to say) That he the said I VV. at the time of the sealing and delivery of these presents, is and standeth lawfully and sufficiently seized of such a good, perfect, lawfull, absolute and indefeazible estate of inheritance in Fee-simple, or Fee-tail, and no reversion or remainder thereof in the Kings Majesty, and to his and their own use and uses, without any manner of condition or limitation of any other use or uses, to alter, change or determine the same estate of and in the said Mannor, Lands, Tenements and Hereditaments, and all other the aforesaid premisses, before, in and by these presents mentioned or intended to be granted, aliened, bargained and sold, as he the said I. VV. can and may lawfully and sufficiently grant, convey and assure all and singular the said Mannor of H. Lands, Tenements and Hereditaments, and all other the aforesaid premisses, with all and singular the appurtenances, unto the said R. B. his heirs and assigns for ever, according to the true intent and meaning of these presents. And also

That the premisses are discharged of Incumbrances: the said I. VV. for himself &c. doth covenant, promise and grant to & with the said R. D and B. his wife, and either of them, their and either of their heirs and assigns by these presents, that all and singular the said

Mannor of H. Lands, Tenements, and all other the aforesaid premisses with the appurtenances, before, in and by these presents granted, aliened, bargained and sold, and every part and parcell thereof, at the

time of the enfealing and delivery of these presents, are and be, and at all times hereafter shall be, remain and continue clearly acquitted, exonerated and discharged, or otherwise upon request, sufficiently saved and kept harmless, of and from all and all Manner of former bargains, sales, gifts, grants, leases, rents, charges and arrearsages of rents, duties, titles, troubles and incumbrances whatsoever, had, made, committed, suffered or done, or to be had, made &c. by the said I. VV. his Heirs or Assigns, or by any other person or persons whatsoever, by his or their means, act, titles, consents and procurements; except one lease &c. And also that they the said R. D. and B. his wife, and either of them, their and either of their Heirs and Assigns, and every of them, shall and may at all times hereafter, and from time to time for ever, according to the true intent and meaning of these presents, peaceably, lawfully, and quietly have, hold, use, occupy, possess and enjoy all and singular the said Mannor of H. Lands, Tenements and all other the before-bargained premises, with all and singular their appurtenances, before, in and by these presents mentioned to be granted, aliened, bargained and sold, and every part and parcel thereof, without any manner of lawfull let, sute, trouble, eviction or disturbance of the said I. W. or his Assigns, or of any other person or persons whatsoever, claiming or lawfully having, or which shall hereafter have any manner of estate, right, title, charge or interest, of, in or to the said Mannor, and all other the premises, or of, in or to any part or parcel thereof, by, from, or under the said I. VV. his heirs or assigns (all such persons as do claim by force of the Lease before excepted, only excepted) And furthermore, that the said Mannor of H. and all other the aforesaid premises or any part or parcel thereof are not holden of his Majesty,

Majesty, in capite, whereby any licence of alienation shall be needful to be had or su'd forth for the bargaining, sale, conveying and assuring of the said Mannor and other the premisses, unto the said R. D. and B. their Heirs and Assigns: Nor that the said R. D. his Heirs or Assigns shall at any time or times hereafter be Vward or VVards unto our said Sovereign Lord the Kings Majesty, his Heirs or Successors, for or in respect of the said mannor of &c. And all other the

Covenant for
further assu-
rance.

premisses or any part or parcell thereof. And also the said I. VV. for himself, his Heirs, Executors & Administrators doth covenant &c.

That the said I. VV. and M. now his VVife, and the heirs and assigns of the said I. and all and every other person and persons whatsoever, now having or lawfully claiming, or which shall hereafter rightfully claim any manner of estate, right, title or interest, of, in and to the said Mannor, and all other the said premisses, or any part or parcell thereof, by, from or under the said I. VV. his heirs and assigns, except such person or persons as shall claim by force of Lease before excepted, shall and will at all times hereafter for and during the term of three years next ensuing the day of the date of these presents, do, make, acknowledge, execute and suffer, or cause to be made, done, knowledged, executed and suffered, all &c every such further lawful act and acts, thing and things, devise and devises, conveyances and assurances in the Law wha soever, with warranty against him the said I. VV. and his Heirs, for the further and more assurance and sure making of the said Mannors, Lands, Tenements, and of all and singular other the premisses, with the appurtenances, and every part and parcell thereof, to be had and made sure unto the said R. D. and B. their heirs and assigns for ever abso-

lutely

Intely without any manner of condition or other limitation; be it by fine or fines with proclamation, with warranty against him the said I. W. his heirs and assigns, recovery with double and single Voucher or Vouchers, Deed or Deeds enrolled, the enrolment of this present Feofment, with warranty against him the said I. VV. his heirs and assigns, release with confirmation with the like warranty or without warranty, or by any or as many of the devises, waies and means aforesaid, as by the said R.D. and B. or either of them, their heirs or assigns, or by their or any of their Councel learn'd in the law, shall be reasonably devised, or advised and required, at the only costs and charges of the said R.D. and B. their heirs and assigns: so that the said I. nor M. his wife, be not compelled to travel from his or their hōes or usual places of abode further than the Cities of *London*

and *Westminster* about the same *If the buyer be* assurances. And moreover, the said *lawfully evicted* I.VV. for himself, his heirs, execu- *within 12. years,* tors & administrators, doth cove- *the sellers to pay* nant promise & grant to and with *5l. an acre.*

the said R. D. and B. and either of them, and to and with the heirs and assigns of either and every of them by these presents in manner and form following (That is to say) that if it shall happen at any time within twelve years next after the date hereof, the said R.D. and B. and either of them, their, or either of their heirs or assigns, to be lawfully evicted of or from the said Mannor, or any of the Lands, Tenements and other the aforesaid premises, without any fraud or coven of the said R. D. and B. or either of them, their heirs or assigns, by reason of any right, title, estate or interest to be had or made by R. VV. the Grand-father, or I. VV. the Father of the said I. or the said I. or by any other person or persons,

persons, claiming in, by or under their or any of their estates, titles, or interests: That then he the said I. his Heirs, Executors or Administrators, or some of them, shall and will within 6 moneths next after such eviction so to be had of the said Mannor, or of any other the premisses, or any part or parcel thereof, upon reasonable request to be made at or in the &c. well and truly pay or cause to be paid unto the said R. D. and B. their Heirs and Assigns, for every acre 5 l. and so after that rate, and rate-like, and that without fraud, coven or further delay. *In witness,*
&c.

An Indenture to lead the use of a Fine.

THis Indenture made the &c. Between F. G. of &c. of the one part, and R. W. of &c. of the other part: Whereas it is condescended unto and agreed between the said F. G. his Heirs &c. and the said R. W. his Heirs &c. that the said F. G. his heirs shall from time to time during 2 years next ensuing the date of these Indentures, do, cause, suffer and make such assurance of his Mannors of M. and S. in the County of D. and of the advowson of the Church of A. and of all his Lands, Tenements, Rents, Reversions, Services and Hereditaments whatsoever in M. and D. in the County of D. in such manner and form, as by the said R. W. his Heirs and Assigns, or his or their Council learned in the Law, shall be reasonably devised, advised or required, at the costs and charges of the said R. W. Now witnesseth this Indenture, That the said R. W. hath devised, that the said F. G. at the Term of Saint Hilary next ensuing the date above written, shall levy and acknowledge one fine &c. of the said Mannors, Lands, Tenements, Advowsons, and all other the premisses,

misses, to the said R. W. and his heirs in due form of Law: which fine so to be had, levyed and executed, touching and concerning the said Mannor of M. &c. and all the Lands, Tenements, Meadows, Leasows, Pastures and Hereditaments, with the appurtenances, to the said Mannor of M. &c. belonging, The said F. G. for himself and his heirs, doth covenant and grant to and with the said R. W. by these presents, shall stand and be to the use of the said F. G. during his life without impeachment of wast; and after his decease, to the use of the said R. W. and D. his wife, and of the heirs of the said R. on the body of the said D. lawfully begotten; and for default of such issue, to the right heirs of the said R. VV. for ever. And which fine so to be levyed and executed, touching and concerning all the residue of the premisses, The said F. G. for him and his heirs, doth covenant and grant to and with R. VV. by these presents, That the said fine shall stand and be to the use of the said F. G. and I. now his wife, and the Heirs of the said F. upon the body of the said I. begotten. And for default of such issue, then to the use of the said R. VV. and D. and of the heirs of the body of the said R. and D. between them lawfully begotten; and for default of such issue, then to the right Heirs of the said R. VV. for ever. In witness &c.

An Indenture of Demise of divers Lands, &c. in consideration of a sum of money, paying a Pepper-Corn yearly.

THIS Indenture made the third day of May, 1649, &c. Between Sir T. B. of D. in the County of &c. Knight and Baronet; and M. H. of D. aforesaid Gentleman, Servant to the said Sir T. B. of the one part; and Sir VV. T. of G. in the County of N. Knight, of

of the other part : *Witnesseth* , That the said Sir T. B. and M. H. as well for and in consideration of the sum of &c. of lawfull money of *England* to them in hand paid before the ensealing and delivery herof, by the said Sir VV. T. whereof and wherewith the said Sir T. B. doth acknowledge himself satisfied, contented and paid , and thereof, and of every part and parcel thereof, doth acquit and discharge the said Sir VV. T. his heirs, executors and administrators and every of them by these presents ; as also for divers other good causes and considerations them hereunto moving, Have demised, granted, and to farm-letten, and by these presents do demise, grant and to farm-let unto the said Sir VV. T. his executors, administrators and assigns, all those severall Closes or parcels of Land, Meadow, Pasture and Arable, called or known by their severall names following ; (That is to say) One Close or parcel of ground, called D. containing by estimation &c. acres, be the same more or less : And one other Close or parcel of Land, called E. containing by estimation &c. acres, be the same more or less : And one Close or parcell of Land, called C. containing by estimation, &c. acres be the same more or less, &c. All and singular which said Closes and parcels of Land, are situate, lying and being within the Fields, Parishes, Precincts and Territories of H. *alias* H. in the County of L. and are part and parcel, or reputed and taken to be part and parcell of the Mannor H. *alias* H. aforesaid : And also all and singular Messuages, Tenements, Buildings, Orchards, Gardens, Commons, Common of pasture, VVaters, Fishings, VVoods, Under woods, Trees, Bushes, Fences, Freebords, VVaies, Easements, and all other Rights, Jurisdictions, Privileges, Franchises, Liberties, Profits, Conditions, Emoluments and Hereditaments whatsoever, growing, arising, being, comming or issuing

ing in, upon or out of the premisses, and every part and parcel thereof, or to the same or any part thereof belonging or appertaining. *To have and to hold* all and singular the said Closes and parcels of Land, and all and singular the premisses, and every part and parcell thereof, with their and every of their rights, members and appurtenances unto the said Sir W. T. his executors, administrators and assigns, from the first day of *May* last past, before the date hereof, unto the full end and term of one thousand years from thence next immediately ensuing, and fully to be compleat and ended: *Yielding* and paying therfore yearly, during the said term, unto the said Sir T. B. his heirs or assigns, one Pepper Corn, at the Feast of Saint *Michael* the Archangel only, if the same be lawfully demanded. And the said Sir T. B. and M. H. for them, their Heirs and Assigns, do jointly and severally covenant, grant and agree to and with the said Sir W. T. his Executors, Administrators and Assigns, and every of them by these presents, That he the said Sir W. T. his Executors, Administrators and Assigns, shall and may lawfully, peaceably and quietly have, hold, occupy possess and enjoy all and singular the premisses before by these presents demised, and every part and parcell thereof, with their and every of their rights, members and appurtenances, without the lawfull let, sute, trouble, eviction, expulsion, interruption or demand of or by the said Sir T. B. and M. H. or the heirs or assigns of either of them, or of or by any other person or persons, lawfully claiming from, by or under them or any of them, or their or any of their uses; or by, from or under their or any of their title, estate, means or procurement; as also acquitted and discharged, or within convenient time after reasonable request thereof to be made, well and sufficiently saved, and kept harmless of and from all and

and all manner of former and other Bargains, Sales, Estates, former Leases, Titles, Dowers, Rights, or Titles of Dower, Jointures, Uses, Entails, Wills, Rent-Charges, Rent, Services, Arrearages of Rents, Statutes, Recognizances, Judgements, Executions, Titles, Troubles, Charges and Demands whatsoever, had, made, done, committed, or wittingly and willingly suffered by the said Sir T. B. and M. H. their heirs or assigns, or any of them; or of or by any other person or persons whatsoever, lawfully claiming by, from or under them or any of them, or to their or any of their uses, or by their or any of their titles, estate, means or procurement. In witness whereof, the parties first above-named to these present Indentures have interchangeably set their hands and seals the day and year first above-written.

An Indenture of re-demise of the former demised premises to the same parties, reserving the Rent of 250 l. with a proviso, that the same shall cease upon the payment of the sum of money in the former Demise specified.

THis Indenture made the &c. day of &c. Between Sir W. T. of G. in the County of N. Knight, of the one part, and Sir T. B. of D. in the County of N. Knight and Baronet; and M. H. of D. aforesaid in the said County of N. Gentleman, Servant of the said Sir T. B. of the other part, *Witnesseth*, That the said Sir W. T. as well for and in consideration of the yearly rent hereunder reserved well and truly to be contented and paid in manner and form hereunder expressed; As also for divers other good considerations him at this present thereunto especially moving, Hath demised, granted, and to farm letten, and by these presents doth demise, grant and to farm-
let

let unto the said Sir T. B. and M. H. and the Executors, Administrators and Assigns, of the said Sir T. B. All those severall Closes, or parcells of Lands, Meadows, pastures and arable, called or known by the severall names following (That is to say) one Close or parcel of ground, called D. containing by estimation &c. acres, be the same more or less (and so go on, as in the Demise) All and singular which said Closes, and parcels of Lands, are situate, lying and being within the Fields, Parishes, Precincts and Territories of H. *alias* H. in the County of L. and are part and parcel, or reputed and taken to be part and parcel of the Mannor of H. *alias* H. aforesaid. And also all and singular Messuages, Tenements, Buildings, Orchards, Gardens, Commons, Common of pasture, Waters, Fishings, Woods, Under-woods, Trees, Bushes, Fences, Free-bords, Waies, Easements, and all other Rights, Jurisdiftions, Privileges, Franchises, Liberties, Profits, Commodities, Emoluments and Hereditaments whatsoever, growing, being, arising, coming or issuing in, upon or out of the premises, and every part and parcel thereof, or to the same or any part thereof belonging. *To have and to hold* all and singular the said Closes and parcels of Land, and all and singular the premises, and every part and parcel thereof, with their and every of their rights, members and appurtenances, unto the said Sr. T. B. and M. H. and the Executors, Administrators and Assigns of the said Sir T. B. from the first of *May* last past before the date hereof, unto the full end and term of nine hundred ninety and nine years from thence next and immediately ensuing, and fully to be compleat and ended: *Yielding* and paying therfore yearly, during the said term, unto the said Sir W. T. his Executors, Administrators and Assigns, at or in the South porch of the Parish Church of D. aforesaid, the summe of two hundred

hundred and fifty pounds of current English money,
 for two usual Feasts or terms of the year; that is to
 say, at the Feast of *Philip and Jacob*, and *All Saints*,
 by even and equal portions. And if it shall happen
 the said yearly rent of &c. or any part or parcell
 thereof, to be behind and unpaid, after either of the
 foresaid feast-daies of payment, in which the same
 ought to be paid, by the space of fifteen daies, that
 then and from thenceforth it shall and may be lawful
 for and for the said W. T. his Executors, Admini-
 strators and Assigns, and every of them, in all and
 singular the said Closes and parcels of Land, and all
 and singular the Premises, and every part and parcel
 thereof, with their and every of their appurtenances,
 wholly to re-enter, re-possess, re-enjoy, have again
 and detain, as in his and their former estate; this In-
 venture, or any thing therein contained to the con-
 trary thereof in any wise notwithstanding.
Provided alwaies, and it is cove- *Proviso.*
 nanted, condescended unto, conclu-
 ded and agreed by and betwixt all the parties in
 these presents, That if the said Sir T. B. his execu-
 tors, administrators or assigns, upon half a years war-
 ning thereof, by writing under his or their hands be-
 fore-hand to be given by the said Sir T. B. his Exe-
 cutors, administrators or assigns, unto the said Sir
 W. T. his executors, administrators or assign, shall
 and will at or on the first day of *May* or the Feast of
All Saints, during the said term in and hereby de-
 cided, at or in the place aforesaid, pay or cause to be
 paid unto the said Sir W. T. his executors, admini-
 strators and assigns, at one whole and entire pay-
 ment the sum of five hundred pounds of current En-
 glish money, over and beside the said rent above re-
 served, at such day or days as before in these pre-
 sents are limited and appointed to &c for the payment
 of

of the said rent before reserved ; that then from and after such payment or payments of every of the said sum or sums of five hundred pounds, as aforesaid, endorsed upon both parts of these Indentures, and subscribed by the said Sir W. T. his Executors, Administrators or Assigns, for every five hundred pounds that shall be paid, as aforesaid, the full and entire sum of fifty pounds of the said two hundred & fifty pounds rent, reserved as aforesaid, shall cease and be determined ; the said reservation, or any thing in these Indentures contained to the contrary thereof in any wise notwithstanding. And the said Sir W. T. for him, his Executors, Administrators and Assigns, doth covenant, grant and agree, to and with the said Sir T. B. and M. H. their Executors, Administrators and Assigns, and to and with every of them by these presents, that he the said S. W. T. his Executors, Administrator or Assigns, shall and will within 6 moneths next after the payment of the sum of 2500 l. by such payment or payments of 500 l. as aforesaid, deliver or cause to be delivered up unto the said Sir T. B. and the said M. H. their Executors, Administrators or Assigns, or one of them, one indenture of Demise made from the said Sir T. B. and M. H. unto the said Sr. W. T. of all and singular the premises herein before demised, as aforesaid, bearing date the third day of May, in the year of &c. In witness whereof the parties above named &c.

A Lease of a house in London.

THis Indenture made the &c. between R. R. Citizen, & &c. on the one part, and N. D. Citizen, and &c. on the other part, *VVitnessth*, that the said R. R. for divers good causes and valuable considerations him hereunto especially moving, Hath demised, granted, betaken and to farm-letten, and by these presents doth demise, grant, betake and to farm-let unto the said N. D. all that Messuage or Tenement, with the appurtenances, lying and being in or near *Fleet-street* in the parish of *Saint Dunstons* in the *West London*, between the Messuage or Tenement there called the *F.* now in the occupation of *P. G. Merchant-Tayler*, or his Assigns, on the *East-side*, and the Messuage or Tenement now in the tenure or occupation of one *A. M. widow*, on the *West-side*, and abutting upon the Garden adjoining to the *Temple Church*, toward the *South*, and upon the high street toward the *North*, together with all and singular Shops, Sellers, Sollers, Chambers, rooms, waies, entries, yards, back-sides, houses, buildings, gutters, water-courses, easements, profits, commodities, & appurtenances whatsoever to the said Messuage or Tenement belonging or in any wise appertaining; and also all manner of Wanscot, Glass-windows, doors and locks, in and upon the same Messuage or Tenement and other the premisses before mention'd, to be demis'd belonging, which said Messuage, and all and singular other the demised premisses, are now in the tenure or occupation of the said *N. D.* *To have and to hold* the said Messuage, Tenement, Shops, Sellers, Sollers, &c. and all other the aforesaid premisses, with all and singular their appurtenances, before in and by these presents demis'd

and every part and parcel thereof unto the said N.D. his Executors, Administrators, and Assigns, from the feast day of &c. unto the full end and term of &c. years from then next ensuing, and fully to be completed and ended : Yielding and paying therefore yearly during the said term, unto the said R. R. his Heirs and Assigns, the summe of &c. at four of the most usual feasts or terms of payment in the year, (that is to say) at the feast of &c. by even and equal portions : And if it shall happen the said yearly rent of &c. to be behind and unpaid in part or in all by the space of &c. next over or after any of the said feasts or daies of payment, in which the same ought to be paid as aforesaid, being lawfully demaunded, that then and from thenceforth & at all times afterwards, it shall and may be lawful to and for the said R. R. his heirs and assigns, & every of them, into the said Messuage or Tenement, and all other the aforesaid premises, with all and singular their appurtenances before by these presents demised or mentioned to be demised, and into every part and parcel thereof wholly to re-enter, and the same to have again, retain, enjoy and repossess, as in his or their first and former estate or estates ; and the said N. D. his Executors, Administrators and Assigns, and all other the occupiers and possessors thereof, thereout and from thence utterly to expell, put out and amove, any thing herein before specified to the contrary in any wise notwithstanding. And the said N. D. for himself, his Executors, Administrators, and Assigns, and for every of them, doth Covenant promise and grant to and with the said R. R. his Executors, Administrators and Assigns, and to and with every of them, by these presents, in

A Covenant to lay out the sum of &c. on repair and new building the premises within three years

N. D. for himself, his Executors, Administrators, and Assigns, and for every of them, doth Covenant promise and grant to and with the said R. R. his Executors, Administrators and Assigns, and to and with every of them, by these presents, in

mannes

manner and form following (*viz.*) *after the date.*
 That he the said N. D. his Executors, Administrators or Assigns, or some of them, at his or their own proper costs and charges, shall and will within the time and space of three years next ensuing the date of these presents, expend and bestow in and about the new building, repairing or bettering of the premises hereby demised, the value or sum of &c. of lawfull money of *England*, at the least; *And also* shall and will at his and their like cost and charges, well and sufficiently repair, uphold, sustain and keep, maintain and amend the said Messuage or Tenement and new building to be erected, and all & singular other the premises with th'appurtenances and every part and parcel thereof, in, by and with all and all manner of needful and necessary reparation whatsoever, from time to time, and at all times hereafter, when and as often as need and occasion shall require, during the said term hereby granted; *And also* all the pavements, privies, sedges, and widdraughts to the said Messuage or Tenement belonging shall cause to be paved, purged, scoured, emptied and made clean as often and when as need shall be and require, during the said term of &c. by these presents granted, and the same premises sowell & sufficiently repaired, supported, maintained, purged, paved, scoured, emptied, made clean and amended, together with the Locks, Keys, Bolts, Staples, Latches, hooks, hinges, windows, doors, and glass of the same premises, so well and sufficiently made, glazed and amended, in the end of the said term of &c. or other sooner expiration or determination of this present Lease, shall leave and yield up unto the said R. R. his heirs and assigns. *And also* that it shall and may be lawfull to and for the said R. R. his heirs, executors, administrators and assigns, and e-

very of them, 4 times, or osner in every year, yearly during the said term, to enter and come into, and upon the said Messuage or Tenement, and all other the premisses with the appurtenances, and into every part and parcel therof, there to view, search and see what defaults, for want of reparations shall be found defective and necessary to be done in and about the demised premisses or any part therof, and of all such defaults for want of reparations then & there found to give or leave notice, admonition or warning in writing, to and for the said N. D. his Executors, Administrators or Assigns, for the repairing and amending thereof. And further that he the said N. D. his Executors, Administrators or Assigns, or some of them, shall and will within one moneth next ensuing every such admonition or warning, left or given as aforesaid, well and sufficiently repair and amend the same, and shall also discharge and pay all Church-duties, Scavengers wages, watchings, wardings and all other taxes, impositions, duties, and charges which shall or may at any time or times hereafter during the said term, be charged or imposed upon him the said N. D. his Executors, Administrators or Assigns, for or by reason of the premisses hereby demised or any part thereof. And lastly, the said R. R. for himself, his Executors &c. that he the said N. D. his Executors, Administrators and Assigns, and every of them, for, by and under the payment of the yearly rent aforesaid, above, in and by these presents reserved, and under the Covenants, Grants, Articles and Agreements, in these presents contained, shall and may for and during all the said term of &c. by these presents granted, lawfully, peaceably and quietly have, hold, use, occupy, possess and enjoy the said Messuage or Tenement, and all and singular other the premisses with th' appurtenances

nances, by these presents demised or mentioned to be demised, and every part and parcel thereof, without any manner of lawfull let, suit, trouble, disturbance or eviction of the said R. R. his heirs or assigns, or of any other person or persons whatsoever, by or through his means, assent, consent, right, title or procurement. In witness whereof &c.

A Defexance upon a Bond sued to a Judgement.

THis Indenture made the &c. between W. R. of &c. on the one part, and I. P. & G. A. of &c. on the other part, witnesseth, that whereas the said I. and G. together with one E. A. of &c. by one Obligation bearing date &c. became jointly and severally bounden unto the said W. R. in the sum of &c. with condition therupon made for the payment of &c. as by the same obligation and condition thereof, at large appeareth: which said sum of &c. or any part thereof, or any thing in lieu of the same was not paid unto the said W. R. in the said obligation named, nor at any time before nor sithence: By means whereof the said obligation became forfeited: and whereas the said W. R. hath brought several actions of debt in the Kings Majesties Court of Common Pleas at Westminster upon the said obligation against the said I. P. and G. A. upon which said actions, several judgements are had and obtain'd in the said Court: yet nevertheless the said W. R. is contented & pleased, and doth covenant that neither he the said W. R. his executors, administrators or assigns or any of them shall at any time before &c. Not to take out any execution or executions out execution upon the said Judgements or either on until &c. of them. And further, the said W. R. doth &c. that if the said I. P. and A. G. or either of

M 3

them

To acknowledge
satisfaction on
payment of the
&c.

them &c. do pay&c. That then he
the said W.R. his executors, or ad-
ministrat. shall upon request made,
and at the charges of the said I. P.
and G. A. &c. acknowledge satis-
faction upon record of and for the said several judge-
ments : And shall also deliver unto them the said
&c. the said Obligation to be cancelled : And the
said I. P. and G. A. to be thereof, and of the said
several judgements discharged. *In witness &c.*

*An Indenture of partition, where one had a greater
share than the other, for which a sum was paid
&c.*

THis Indenture made &c. Between I. H. &c. on
the one part, and I. M. &c. on the other part,
Witneseth, That the said I. H. and I. M. are and
do now stand seized in their Demeasn as of Fee in
Common & undivided of and in one Messuage or Te-
nement, & one Yard land therunto belonging, now
or late in the tenure of &c. situate &c. It is (now to
the end a perpetual partition & division shall be had
and made between the said parties, of and in the said
&c. and other the premisses afore said) covenanted,
concluded and agreed by and between the said par-
ties to these presents in manner and form following.
And first, the said I. H. for himself &c. that he the
said I. M. his heirs and Assigns shall from hence-
forth have, hold, and peaceably enjoy in severalty to
him and to his heirs for ever, to his and their own
proper use and behoof, the one moiety or half part
of the said Messuage or Tenement, and one yard land
with the appurtenances, that is to say &c. And that
he the said I. H. nor his heirs, shall from henceforth
claim

claim or demand any right, title, use or possession in or to the same, or any part thereof, but that the said I. H. and his heirs and assigns, shall at all time and times hereafter, from all Actions, Right, Title and demand thereof, or therunto be utterly excluded, and for ever debarred by these presents. And the said I. M. for himself &c. that he the said I. H. his heirs and assigns, shall from henceforth have, hold and peaceably enjoy in severalty to him the said I. H. his heirs and assigns for ever, to his and their own proper use and behoof, the other moiety or half part of the said Messuage &c. and that he the said I. M. nor his heirs shall not from henceforth claim &c. (as *supra*) and in consideration of the said portions, and forasmuch as the part and portion by these presents allotted and assigned to the said I. H. and his heirs, were at the enfealing herof, of more and greater value than the said part and portion before allotted and assigned to the said I. M. and his heirs, he the said I. H. hath at the enfealing and delivery of these presents well and truly paid to the said I. M. the sum of &c. the receipt wherof the said I. M. doth hereby acknowledge, & therof and of every part thereof doth acquit, exonerate and for ever discharge the said I. H. &c. by these presents. In witness wherof &c.

A Grant of a Rent reserved by Lease.

THis Indenture made the &c. Between W. B. of &c. and A. B. of &c. *Witnesseth*, that whereas the said W. B. by his Indenture of Lease bearing date the &c. (reciting the Lease) as in and by the same recited Indenture of Lease &c. *Now this Indenture* further witnesseth, That the said W. B. for and in consideration of a certain competent summe of &c. hath demised, granted, bargained and to farm-letten and

and by these presents doth demise, grant & to farm let unto the said A. B. the reversion and remainder of the said Shop, ware-house, Chambers, and other the premisses by the said Indenture of lease demised, Together also with the said yearly rent of &c. thereby reserved, and the counter-part of the same Indenture of Lease under the hand and seal of the said &c. To have, hold, possess and enjoy the said Reversion and Rent of &c. and every part thereof unto the said A. B. his Executors, Administrators and Assigns, from the day of the date of these presents forwards, for and during all the residue of the aforesaid term of &c. yet to come and unexpired; *Yielding and paying* therefore yearly during the said term, unto the said W. B. his Executors or Assigns, at the Feast of &c. only one Pepper-corn, if the same shall be lawfully demanded. And the said W. B. for himself &c. that he the said W. B. at the time of the enfealing and delivery of these presents, is the true, perfect and lawful owner and possessor of the said demised reversion and rent; And is at the enfealing and delivery of these presents, lawfully and absolutely possessed thereof. And that he the said W. B. hath full power; good right, true title and lawful Authority, to demise and grant the said reversion and rent of &c. unto the said A. B. his Executors, Administrators and Assigns, for and during all the rest and residue of the said term of &c. in manner and form aforesaid, according to the true intent and meaning of these presents. And further that the said W. B. his Heirs, Executors, Administrators and Assigns and every of them from time to time and at all times hereafter, during the said term, shall and will clearly exonerate, acquit discharge, save and keep harmless as well the said A. B. his Executors, Administrators, and Assigns.

as the said demised Reversion and Rent, of and from all former and other bargains, sales, gifts, grants, leases, forfeitures, titles, claims, demands and incumbrances whatsoever. And moreover, the said W. B. for himself &c. that the said yearly Rent of &c. shall continue, remain and be from henceforth, during the rest and residue of the said term yet to come and unexpired, before mentioned, due and payable unto the said A. B. his Executors, Administrators and Assigns, according to the said Indenture of Lease, and the tenor, effect and true meaning of these presents. In witness &c.

Note that the Tenant must attorn,
or nothing passeth &c.

An Annuity or yearly Rent-charge.

THis Indenture made &c. Between A. B. of &c. Gentleman, on the one part, and C. D. of &c. on the other part, Witnesseeth, that the said A. B. for and in consideration of the sum of &c. to him in hand paid, before the enfealing & delivery hereof by the said C. D. the receipt whereof he the said A. B. doth acknowledge, and thereof, and of every part and parcel thereof, doth acquit, exonerate and for ever discharge the said C. D. his Executors, &c. by these presents hath given, granted and confirm'd, and by these presents doth give, grant and confirm unto the said C. D. one Annuity or yearly rent-charge of &c. to be had, taken, perceived and received, and to be issuing and going out, of and in all and singular the Messuages, Lands, Tenements and Hereditaments whatsoever of the said A. B. as well in &c. as elsewhere within the Realm of
Eng-

England, to be paid at four Feasts or terms in the year, that is to say, at the &c. by even and equal portions; the first payment thereof to be made and begin on the &c. *To have, hold, receive, perceive, take and enjoy* the said Annuity or yearly rent-charge of &c. unto the said C. D. his Executors, Administrators or Assigns, to be paid at the four Feasts aforesaid, in form before declared, from the day of the date of these presents, unto the full end and term of &c. And if it shall happen the said Annuity or yearly rent of &c. to be behind and unpaid in part or in all after any of the said Feast-dayes or terms of payment thereof as aforesaid, in which it is appointed to be paid, That then and so often as the same, or any part thereof, shall be so behind and unpaid, the said A.B. granteth and agreeth for himself, his Heirs, Executors, Administrators and Assigns, to and with &c. that it shall and may be lawful to, and for the said C. D. his Executors, Administrators and Assigns, and every or any of them, into all and singular the said Messuages, Lands, Tenements and Hereditaments of the said A. B. as well in &c. aforesaid, as elsewhere within the Realm of *England*, to enter and distrain both for the Annuity aforesaid and the Arrearages thereof (if any be) and the distresse and distresses therefrom time to time found and taken, to bear, lead, drive, take and carry away, and the same to with-hold, detain, keep & impound: untill the same Annuity or yearly rent-charge of &c. and the arrearages thereof (if any such shall be) the said C.D. his &c. be fully satisfied, contented and paid. And the said A. B. hath put the aforesaid C.D. in full possession of the said Annuity or yearly rent-charge of &c. in form as aforesaid (to be had, receiv'd and taken) by the delivery and payment of the sum of &c. which the said A. B. hath at the sealing and delivery

delivery of these presents given and delivered unto the said C. D. in name of possession of the said Annuity; And the said A. B. for himself &c. that the said A. B. his &c. shall and will from time to time and at all times during the said term of &c. well and truly pay or cause to be paid to the said C. L. his &c. or some of them, the said Annuity or yearly rent of &c. in manner and form aforesaid, and according to the true intent and meaning of these presents. In Witness whereof &c.

An Indenture of Apprenticeship.

THis Indenture Witnesseth, That E. B. Son of I. B. late of &c. of his free and voluntary will hath put himself Apprentice to R. W. C. and &c. the science or trade which he now useth to be taught, and with him after the manner of an apprentice to dwell and serve from the feast of &c. unto the full end and term of &c. from thence next ensuing and &c. By all which term of &c. the said apprentice, the said E. B. well and truly shall serve, his secrets shall keep close, his commandments, lawfull and honest every where, he shall gladly do; hurt to his said Master he shall not do nor suffer to be done, to the value of twelve pence or more by the year; but shall let it if he may, or else immediately admonish his said Master thereof; the goods of his said Master he shall not inordinatly waste; nor them to any body lend. At dice or at any other unlawfull game he shall not play, whereby his Master may incur any hurt; Fornication in the house of his said Master, or elsewhere he shall not commit: Matrimony he shall not contract: Taverns he shall not frequent, with his own proper goods or any others during the said term, without the special license of his

his Master he shall not Merchandise, from the service of his said Master day nor night he shall not absent or prolong himself; but in all things as a good & a faithful apprentice, shall bear and behave himself towards his said Master and Mistris and all his, during the term aforesaid. And the said R. B. to his said apprentice the science or art which he now useth, shall teach & inform, or cause to be taught or informed the best way that he may or can: and also shall find to his said apprentice apparel, meat, drink and bedding, and all other necessities meet and convenient for an apprentice, for and during the term aforesaid. In Witness &c.

A bargain and sale of a Mannor.

THis Indenture made &c. Between I. H. of &c. and R. B. of &c. Esquires, of the one part, and W. of &c. on the other part: *Witnesseth*, That whereas T. H. of &c. Father of the said I. H. by his Writing or Deed indented, bearing date the &c. in the sixteenth year of &c. for the considerations therein expressed, did demise, grant, set and to farm let unto the said I. H. his said Son &c. All those three yard lands, with the appurtenances in W. aforesaid: being or being accounted to be the antient Demesne Lands of the Mannor of W. heretofore purchased by the said T. H. of R. S. Esq; And also all that his yard and half of land lying in W. aforesaid, then lately purchased of one H. H. with all Hades, Leyes, Banks, Lot-grass, Commons, Profits, Waies, Easements, Commodities and appurtenances &c. thereunto belonging: And all that Dove house, Close & new orchard in W. aforesaid, to the said &c. belonging or appertaining, or therewith used, occupi'd or enjoyed, as in &c. except &c. *To have and to hold* the said
three

three yard lands, Close, Orchard and all other the
 premisses (except before excepted) unto the said
 T.H. his Executors and Assigns, for and during and
 unto the full end and term of &c. from thenceforth
 next and immediatly ensuing, if the said T.H. should
 so long live, for and under the &c. payable, as by the
 said writing or deed indented, relation being ther-
 unto had more at large it will and may appear. And
 whereas further the said T. H. by one other writing
 or Deed indented, bearing date &c. for and in con-
 sideration of the natural love and Fatherly affection
 that he the said T. H. did bear to the said I. H. and
 to the Children of the said I. H. being his Grand-
 children, and for the settling of the Mannors, Lands,
 Tenements and Hereditaments (in the said Deed in-
 dented expressed) in his name and blood did in and
 by the said last mentioned Deed indented, covenant
 and grant for himself and his heirs, to and with the
 said I. H. and his heirs, that he the said T. H. and his
 heirs, should and would immediately from thence-
 forth stand and be seized of and in all that the Man-
 nor or reputed Mannor of W. in the County of O. &
 of and in all that the Capital Messuage of W. in the
 County of O. wherein the said T. H. then dwelt; with
 all and singular their and every of their rights, rents,
 quit-rents, members and appurtenances whatsoever;
 And of and in all those three yard Lands, called or
 known by the name of the Antient Demeasn Lands
 of the said Mannor. And of and in all that yard and
 half of Land, lying in W. aforesaid, which the said
 T. A. had lately purchased, as aforesaid is expressed:
 And of and in all and singular Messuages, Lands, Te-
 nements & Hereditaments of the said T. H. in W. a-
 fforesaid, (the Advowson of the C. of W. aforesaid
 excepted) to the use and behoof of the said T. H.
 for and during his natural life, without impeachment
 of

of or for any manner of waste; and after his decease to the use and behoof of the said I. H. & his heirs for ever, as by the said last mentioned Indenture acknowledged and enrolled in his Majesties high and honorable Court of Chancery more at large it will and may appear. By force & vertue of which said recited Indenture of Lease, he the said I. H. is in and upon the said premises entered, and was and is by force of the said recited Indenture, and by force of the Statute made the &c. in the &c. for the transferring of uses into possessions, as wel of the said term of threescore years, as of the said remainder expectant, after the death of the said T. H. possessed and seized. And he the said I. H. being so of the said premises possessed and seized, did afterwards by his Indenture bearing date &c. and inrolled in the high Court of Chancery, for the consideration therein expressed, give, grant, bargain, sell, assign, sell over & confirm unto the said R. B. his executors, &c. all and singular the beforemention'd premises, with their appurtenances, and every part and parcel thereof, as in and by the said last mentioned Indenture, wherunto relation being had, more fully and at large it doth and may appear. Which said bargain and sale was and is upon condition, that if the said I. H. &c. should or did pay &c. on the &c. at or in the &c. unto the said R. B. his &c. That then the said Indenture of bargain and sale to be void, as in and by one Indenture made between the said I. H. on the one part, and the said R. B. on the other part, bearing date &c. to which reference being had more at large it doth and may appear. Now this Indenture further witnesseth, That the said I. H. and R. B. for and in consideration of the sum of &c. to them by the said W. P. before the enscaling and delivery of these presents, well and truly in hand paid, wherof and wherewith

with the said I. H. and R. B. do acknowledge themselves to be fully satisfied, contented and paid, and thereof, and of every part and parcel thereof &c. have granted, bargained, sold, assigned, set over and confirmed, and by these presents do fully clearly and absolutely grant, bargain, sell, assign, set over and confirm unto the said W. P. his &c. not only the said recited Indenture of lease, and all their estate, right, title, interest and term of years therein yet to come and unexpired. But also all the said Mannor of W. and Capital Messuage in the said County of O. with the appurtenances: Together with the said three yard land, called by the name of the Ancient Demeasne Lands of the said Mannor: And also all that yard and half of Land in W. aforesaid, which the said T. H. purchased of the said H. H. as aforesaid; And also all and singular Out-houses, Barns, Stables, Dove-houses, Yards, Orchards, Gardens, Lands, Meadows, Pastures, Feedings, Commons, Common of Pasture, Woods, Under-woods, Water, Water-courses, Fishings, Waies, Easements, Profits, Commodities, and Hereditaments whatsoever, to the said Mannor of W. and other the premises aforesaid, or to any part or parcell thereof belonging, or in any wise appertaining, or therewithall now used, occupied or enjoyed, as part, parcel or member thereof, and all the Lands, Tenements, and Hereditaments whatsoever, to the said I. H. belonging, lying and being in W. aforesaid, & the said remainder expectant upon the death of the said T. H. and all and every other reversion and reversions, remainder and remainders of the said bargained premises, and of every part & parcel thereof, and the rent and rents, and yearly profits whatsoever, reserved upon whatsoever Demise, Lease, Estate or Grant, Demises, Leases, Estates or Grants heretofore made of the before-bargained premises,

or

or any part or parcel thereof. Together with all Evidences, Charters, Escripts, Minuments and Writings touching or concerning the premisses which he the said I. H. hath or may come by without suit in Law. *To have and to hold* the said Mannor of W. Lands, Tenements, and all and singular other the premisses above mentioned to be hereby bargained & sold with the appurtenances, and every part & parcel thereof, and all the estate, right, title, interest, term and terms of years, reversion, remainder, claim and demand whatsoever, of the said I. H. and R. B. and of either of them, or any other person or persons whatsoever, in and to the same, unto the said W. P. his heirs, executors, administrators and assigns, to the sole and proper use and behoof of the said W. P. his heirs &c. for ever. And the said I. H. and R. B. for themselves severally and respectively, & for their severall and respective heirs, &c. all and singular the before bargained premisses, with their appurtenances, and every part and parcel thereof, unto the said W. P. his heirs, executors, administrators and assigns, to the use and behoof aforesaid, shall and will warrant, and for ever defend by these presents. In witness &c.

An Indenture of Defexance for the making void of former statutes, payment of a sum of £yc. and performance of Covenants &c.

THis Indenture made the &c. Between A. B. &c. on the one part; and E. A. of &c. on the other part; *VVitneseth*, That whereas the said E. A. in & by one recognizance or writing obligatory, of the nature of a Statute Staple, lately made & provided for the recovery of debts, bearing date &c. taken sealed, acknowledged & entr'd into before Sir T. B. Lord

Lord Chief Justice of *England*, is and standeth bounden unto the said A.B. in the sum of &c. payable, as in and by the said recognizance or writing obligatory, of the force of a Statute staple, more fully and at large it doth and may appear. It is now nevertheless covenanted, granted, concluded and agreed by and between the said parties to these presents, and the true intent and meaning of these presents, & of the parties hereunto is, and the said A. B. is contented and pleased, That if the said E. A. his heirs, executors or assigns, do or shall at or before the &c. discharge and duly make void upon Record, as well all and every Statutes Merchant, and of the Staple, as also all recognizances heretofore acknowledged and entered into by the said E. A. either by himself alone or jointly with any other person or persons (the statute above recited only excepted.) And thereof bring, deliver and leave certificates under the hands of the Clerks of the several offices, or their deputies in that behalf, at or in the &c. to and for the said A. B. his executors or assigns, at or before the &c. day of &c. next ensuing. And also if the said E. A. his heirs, executors, administrators or assigns, or any of them, do well & truly pay or cause to be paid unto the said A. B. his heirs or assigns, or to some or one of them, the full sum of &c. at or in &c. in manner and form following (that is to say) the sum of &c. on the &c. and the sum of &c. on the &c. in full satisfaction and payment of the sum of &c. And also if the said E. A. his heirs, executors and assigns, do and shall well and truly observe, perform, fulfil, accomplish and keep all and singular the Covenants, Grants, Articles and agreements which on his and their parts and behalfs are or ought to be observed, performed, fulfilled, accomplished and kept, comprized and specified in one pair of indentures, bearing

ing date &c. made between the said E. A. of the one part ; and the said A. B. on the other part, according to the true intent and meaning of the said Indentures : that then the said Recognizance or writing obligatory above recited or mentioned, shall be utterly void and of non-effect, otherwise the same shall stand and abide in full force &c.

A Release of Lands upon performance of articles.

TO all Christian people &c. I E. I. of &c. send greeting in our Lord God everlasting. Know ye, that I the said E. I. as well in consideration of the full performance of certain covenants and agreements mentioned and expressed in one pair of Indentures bearing date &c. last past &c. made between me the said E. I. on the one part, and Sir H. W. &c. as also for divers other good causes and considerations &c. have remised, released and for ever quit-claimed, and by these presents do for me, my heirs & assigns, & every of us, freely, clearly and absolutely remise, release and for ever quit-claim unto the said Sir H. W. his heirs and assigns for ever, in his or their full and peaceable possession, seizin and being, all the estate, right, title, interest, possession, reversion, claim and demand whatsoever which I the said E. I. now have, may, might or ought to have, or which I or my heirs at any time hereafter shall or may have, might or ought to have or claim of, in or to all those the rectories of B. &c. And also of, in and to all and singular Messuages, Mills, Lands, Tenements &c. to the said &c. belonging or appertaining. To have and to hold the said rectories &c. unto the said Sir H. W. his heirs and assigns, to his and their own proper use and behoof for ever ; so as neither I the said E. I. nor my heirs, shall or may at any time hereafter

claim

claim, challenge or demand any right, title, interest, claim or demand whatsoever, of, in or to the premises before mentioned, or of, in or to any part or parcel thereof, but thereof and therefrom shall be utterly debarred, and for ever secluded by these presents. And I the said E. I. and my heirs, the said rectories, and all & singular other the premises above mentioned, with their appurtenances, unto the said Sir H. W. his heirs and assigns, to the uses and behoofs aforesaid, against me the said E. I. and my heirs, and against my Father I. I. and W. E. my Uncle, their and either of their heirs and assigns, or of any other person or persons whatsoever, claiming by, from or under me, them or any of them, shall and will warrant and for ever defend by these presents. *In witness &c.*

A Conveyance in Fee-simple of a House and Land &c.

THis Indenture made the &c. between G. C. of &c. one the one part; and H. H. of &c. and S. his wife, on the other part, Witnesseth, That the said G. C. for &c. in consideration of the sum of &c. to him and before the enfealing and delivery of these presents well and truly in hand paid by the said H. H. & S. his wife, wherof and wherewith he the said G. C. doth acknowledge himself &c. hath granted, aliened, bargained, sold and confirmed, and by these presents doth fully, clearly & absolutely grant, alien, bargain, sell and confirm unto the said H. H. and S. his wife, All that Messuage or Tenement, situate or being in T. in the County of S. now in the tenure or occupation of the said G. C. or of his Assignee or Assignees, and three acres of Land or thereabouts, lying on the backside of the said house, be it more or

less; and all Barns, Stables, Orchards, Gardens, buildings and other hereditaments to the same belonging or appertaining, or with the said house or Tenement commonly used, occupied or enjoyed, or which are accepted, reputed or taken to be part, parcel or member of the same, and now in the tenure or occupation of him the aforesaid G. C. his Assignee or Assignees, with all Commons, and Common of pasture whatsoever to the same belonging; and also all those two Cottages or Tenements in T. aforesaid standing together, adjoining to the said Messuage or Tenement, and one parcel of ground adjoining to the said Cottages, which said Cottages and parcel of ground last mentioned do contain by estimation, on that side towards the Kings high street, twenty yards of ground or thereabouts, and on that side towards the Garden, now or late of the said G. C. thirteen yard of Ground or thereabouts, and now are in the several tenures and occupation of M. I. and F. L. and the reversion and reversions, remainder and remainders, rents and yearly profits whatsoever of all and singular the said premises, and every part and parcel thereof, together with all and singular Deeds, Evidences and writings touching or concerning only the premises or any part thereof. *To have and to hold* the said Messuage or Tenement, and the said three acres of Land, and the said two Cottages or Tenements, and the said parcel of Land adjoining to the said Cottages & other the premises with their appurtenances before by these presents bargain'd and sold, or mentioned or intended to be hereby granted, aliened, bargained, sold and confirmed, and every part and parcel thereof, unto the said H. H. and S. his wife and to the heirs and assigns of the said H. H. to the only proper use and behoof of the said H. H. & S. his wife

wife, and of the heirs and assigns of the said H. H. for ever. And the said G. C. for himself &c. that he the said G. C. for and notwithstanding any act done by him the said G. C. to the contrary at the time of the enfealing & delivery of these presents, is & standeth lawfully and rightfully seized in his demesne as of fee simple, in his own right, & to his own right use, without any condition, limitation or other use or trust to alter, change or determine the same estate, of & in the said Messuages, Lands, Tenements, Cottages & premisses before mentioned, to be hereby granted, bargained and sold, and of and in every part and parcel thereof, and that he the said G. C. for and notwithstanding any act done by him to the contrary, now hath, & at the time of the first estate to be had & executed to the said H. H. and S. according to the intent and true meaning of these presents, shall have full power, just right, and lawful authority to grant, bargain and sell the same, and every part and parcel thereof, with the appurtenances, unto the said H. H. and S. and the heirs and assigns of the said H. H. in manner and form as is before in these presents expressed. And that the same Messuages or Tenements, Lands, Cottages, and premisses, and every part and parcel thereof with their appurtenances, shall from henceforth for ever remain and continue unto the said H. H. and S. his Wife, and to the heirs and assigns of the said H. H. freely and clearly acquitted, exonerated and discharged of and from all and all manner of former bargains, sales, gifts, grants, Dowers, Jointures, Leases, Rents, Charges, Rents, Sack, arrearages of rents, annuities, uses, entails, statutes merchant, and of the staple, judgements, forfeitures, executions, intrusions, and incumbrances whatsoever, and of and from all other charges, titles,

troubles and incumbrances whatsoever, had, made, committed, or wittingly or willingly, suffered or done by the said G. C. or by any other person or persons whatsoever, lawfully claiming, by, from or under him the said G. C. or by his means, assent, privity or procurement (the rents and services from henceforth to grow due to the chief Lord or Lords of the fee or fees of the premisses, for and in respect of his or their Seignorie or Seignories only excepted and fore prized.) And further that he the said G. C. and his heirs and assigns, shall and will at all time and times hereafter, within the space of five years next ensuing the date of these presents, upon the reasonable request, and at the cost & charges in the Law of the said H. H. and S. his wife, or of the heirs and assigns of the said H. H. make, suffer, do, knowledge and execute, or cause to be made, done, knowledged, suffered and executed, all and every such further lawful and reasonable act and acts, thing and things, devise and devises, conveyances and assurances in the law whatsoever, for the further, more perfect, and better assuring and sure making of the premisses before mentioned, to be herby bargained and sold, and of every part and parcel thereof, unto the said H. H. and S. his wife, and to the heirs and assigns of the said H. H. for ever. Be it by fine or fines, feofment or feofments, recovery or recoveries, with single or double Voucher or Vouchers, Deed or Deeds, enrolled or not enrolled, the enrolment of these presents, release, confirmation with warranty of the said G. C. and his heirs, only against him the said G. C. and his heirs, or otherwise, or without warranty, or by all, every or any of the said waies or means, or by any other waies or means which by the said H. H. &c. or his or their Council learned in the law shall be reasonably devised,

sed, advised or required, so as the same do not contain or extend unto any further warranty, than against him the said G. C. his executors or assigns, or against any further act or acts, than as aforesaid; and so as neither he nor they that make such further assurance, be compelled or compellable to travel further than the Cities of *London and Westminster*, for the doing, making or executing of such further assurances, and conveyances as aforesaid. And lastly, it is agreed by and between the said parties to these presents: That all and every the said assurances and conveyances, so as aforesaid, hereafter to be had of the premises, shalbe and shalbe esteemed and taken to be to the only use of them the said H. H. & S. his wife, and of the heirs and assigns of the said H. H. for ever; & to no other use, intent and purpose whatsoever, any thing in these presents contained to the contrary thereof in any wise notwithstanding. In witness whereof &c.

A Jointure to the wife made before marriage.

THis Indenture made &c. Between I. C. the younger of &c. on the first part, and I. C. the Elder &c. on the second part, and R. W. of &c. on the third part, Witnesseth, That the said I. C. the younger, for and in consideration of a marriage (by Gods grace) intended, and shortly to be had and solemnized between the said I. C. the younger, and A. the Daughter of T. C. of &c. And that the said A. may be provided of a sufficient Jointure, in case she shall survive the said I. C. the younger, and for divers other good causes and considerations, him the said I. C. the younger herennto especially moving, Doth for himself, his heirs, executors and administrators, covenant, promise

promise and grant to and with the said I. C. the elder, and R. W. their executors &c. and to and with every of them by these presents, that he the said I. C. the younger, shall and will, before the end of Easter Term now next &c. before the Justices (of our Sovereign Lord the King) of his Majesties Court of Common Pleas at *Westminster*, or some other person or persons therunto lawfully and sufficiently authorized, acknowledge and leavy one Fine (*Sur consence de droit come ceo que ills ont de son done*) with proclamation thereupon to be made according to the common course of fines in that behalf made and provided, unto the said I. C. the elder, and R. W. and their heirs, or to the heirs of one of them, of, in and upon all that Messuage or Tenement wherein T. B. Vintner, now dwelleth, and wherof he the said I. C. the younger, is seized in his Demesne as of fee in his own proper right, commonly called or known by the &c. situate &c. And of all the Shops, Sellers, Sollers, Chambers, Rooms, Easements, Commodities and appurtenances to the said Messuage or Tenement belonging, or to or with the same used, occupied & enjoied, or reputed or taken, as part, parcel or member of the same, or as belonging therunto, by such name and names, and in such manner and form, as by the said I. C. the elder, and R. W. or their Councel learned in the law, shall be reasonably devised & advised, or requir'd, at the only proper costs and charges in the Law, of the said I. C. the younger, the true intent and meaning of which said fine so to be leavyed and executed of the said premisses, between the said parties, is to be, and so shall be construed, intended and adjudged, to be to the use and behoof of the said I. C. the younger during his natural life, without impeachment of or for any manner of waste, and after his decease, to the use and

and behoof of the said A. &c. for and during the term of her natural life without impeachment &c. & after her decease to the use and behoof of the heirs of the body of the said I. C. the younger on the body of the said A. lawfully to be begotten, and for default of such issue, to the right heirs of the said A. for ever. Provided alwaies that if the said marriage shall not take effect, nor be had and solemnized between the said I. C. the younger, and the said A. T. before the &c. next ensuing &c. That then the said fine so to be made, levied and acknowledged of the said messuage and premisses aforesaid, shall be, and shall be taken, deemed, adjudged and construed to be to the use of the said I. C. the younger, and to his heirs and assigns for ever, any thing herein contained to the contrary &c. *In witness &c.*

A LEASE to 177 a TITLE.

THis Indenture made &c. Between T. A. and R. M. &c. of the one part, and W. M. of &c. on the other part, Witnesseth, That the said T. A. and R. M. for divers good causes and considerations &c. have demised, granted &c. & by these presents do &c. unto the said W. M. all that their Site of &c. and all houses, edifices, buildings, barns, stables, orchards, gardens, easements and commodities therunto belonging or appertaining, to have and to hold the said &c. and all other the demised premisses with th'appurtenances, and every part and parcel thereof, unto the said W. M. his &c. from &c. unto the end and term of &c. from thence next &c. Yielding &c. unto the said &c. their &c. one P. &c. if it be demanded. *In witness &c.*

A Bargain and sale of a house in London.

THIS Indenture made &c. between R.B. of E. in the County of N. Esquire, of the one part, and I. H. of L. Esq; of the other part, *Witnesseth*, that the said R. B. for and in consideration of the sum of &c. of lawful &c. to him in hand paid before the sealing and delivery of these presents by the said I. H. wherof he the said R. B. doth acknowledge the receipt; and thereof and of every part and parcell thereof, doth clearly acquit and discharge the said I. H. his heirs and assigns, and every of them for ever by these presents: Hath given, granted, bargain'd, sold, allened, infeoffed and confirmed, and by these presents doth fully, clearly and absolutely give, grant, bargain, sell, alien, infeoff and confirm unto the said I. H. his heirs and assigns for ever: All that Messuage or Tenement, with th'appurtenances, commonly called or known by the name of &c. now or late in the tenure or occupation of one W.S. &c. or of his assignee or assignees, situate, lying and being in &c. together with all and singular Shops, Sellers, Sollers, Chambers, Rooms, Entries, Waies, Passages, Yards, Backsides, Lights, Water-courses, Easements, Profits, Commodities and Hereditaments whatsoever, so the said Messuage or Tenement now or at any time heretofore belonging or appertaining; or therewith now or heretofore demised, used, occupied or enjoyed, or accepted, reputed or taken as part, parcel or member thereof, or of any part thereof: And the reversion and reversions, remainder and remainders of all and singular the premisses, and of every part & parcel thereof: And the rents and yearly profits, of all and singular the same premisses, and of every part & parcel thereof. And also all and singular Deeds,

Evidences, Charters, Letters Patents, Exemplifications of records, Counter-parts of Leases, Writings, Escrips and Minuments touching & concerning the before bargain'd premisses, and every part & parcel thereof. *To have and to hold* the said Messuage or Tenement, Shops, Sellers, Sollers, Chambers, and all and singular other the premisses, with their and every of their appurtenances, before by these presents bargained and sold, or meant, mentioned or intended to be hereby granted, bargain'd and sold, & every part and parcel thereof, unto the said I. H. his heirs and assigns, to the only use and behoof of him the said I. H. his heirs and assigns for ever. And the said R. B. for himself, his heirs, executors and administrators, and for every of them, doth covenant, promise and grant to and with the said I. H. his heirs, executors, administrators and assigns, and to and with every of them by these presents, in manner and form following (that is to say) that he the said R. B. at the time of the enfealing hereof is, and until the last executing of an estate to the said I. H. his heirs and assigns by force of these presents shall stand and be lawfully seized to him, his heirs and assigns, of and in the before bargained premisses, and of and in every part and parcel thereof, of a good, sure, lawful, absolute and indefeazable estate of inheritance in Fee-simple without any condition, limitation, use or other thing to determine, alter or change the same. And also that he the said R. B. now hath full power, good right, lawful authority and true title to grant, alien, bargain, sell and confirm the before bargained premisses, and every part and parcel thereof, unto the said I. H. his heirs and assigns, in manner and form aforesaid, and according to the true intent and

That he is seized in Fee-simple, and hath power to sell.

*That the pre-
misses are dis-
charged from
Incumbrances.*

and meaning of these presents. And the said R. B. for himself, his heirs, executors and administrators, and for every of them, doth further covenant, promise and grant to and with the said I. H. his heirs, executors and assigns by these presents, that the said Messuage or Tenement, Shops, Sellers, Sollers, &c. and all other the premisses above by these presents mentioned to be bargained and sold, and every part and parcel thereof, on the day of the date hereof, & from time to time, and at all times hereafter for ever, shall be, remain and continue to the said I. H. his heirs & assigns, to the only proper use and behoof of him the said I. H. his heirs and assigns for ever, free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise by the said R. B. his heirs or assigns, sufficiently saved and kept harmless of and from all and all manner of former bargains, sales, jointures, dowers, leases, annuities, rents, charge-rents, seek arrerages of rents, statutes Merchants and of the staple, recognizances, judgements, executions, intrusions, issues, fines, amerciaments, and of and from all other charges, titles, troubles and incumbrances whatsoever, had, made, committed, suffered or done by the said R. B. his heirs or assigns, one lease heretofore made by T. P. of &c. unto the before named W S. of the said Messuage or Tenement and premisses for the term of &c. whereupon the yearly rent of &c. is reserved: which said yearly rent from henceforth during the residue of the said term, shall be due, payable and paid to the said I. H.

*For quiet en-
joying.*

his heirs and assigns (only excepted and foreprized) and also that he the said I. H. his heirs and assigns, shall and may from henceforth for ever peaceably

peaceably and quietly have, hold, use, occupy, possess & enjoy the said Messuage or Tenement, Shops, Sellers, Sollers and all other the premisses above by these presents mentioned to be bargained and sold, and every part and parcel thereof; and the rents, issues and profits thereof, shall and may receive and take, without the let, interruption or contradiction of the said R. B. his heirs or assigns, or of any other person or persons, claiming from, by or under him, them or any of them, or by his or their means, right, title, consent, privity or procurement. And further, the said R. B. doth covenant, promise and grant for him, his heirs, For further
 executors and administrators, to assurance.
 and with the said I. H. his heirs and assigns, and to and with every of them by these presents, That he the said R. B. and his heirs, and all & every other person or persons, having or claiming, or which shall or may have, claim or pretend to have any manner of estate, right, title or interest, into or out of the before bargained premisses, or any part or parcel thereof, by, from or under the said R. B. shall and will from time to time, and all times hereafter during the time and space of &c. next ensuing the date of these presents, upon every reasonable request and at the cost and charges in the law of the said I. H. his heirs or assigns, do, make, acknowledge execute and suffer, or cause to be made, done, acknowledged, executed and suffered all and every such further act and acts, thing and things, assurances and conveyances in the Law whatsoever, for the further, more better and perfect assurance, surety and sure making of the said Messuage or Tenement, Shops Sellers, Sollers, and all other the premisses, with the appurtenances above by these presents mentioned to be bargained and sold unto the said I. H. his heirs
 and

and assigns for ever : be it by fine or fines, with proclamation, recovery or recoveries, with double or single Voucher or Vouchers, Deed or Deeds inrolled or not inrolled, the inrolment or acknowledgement of these presents, release, confirmation with warranty against the said R. B. and his heirs, or without warranty, or by all or any, or as many of the waies, means and devises aforesaid, or by any other ways or means whatsoever, as by the said I. H. his heirs or assigns, or by his or their Council learned in the Law shall be reasonably devised or advised and required. And also it is agreed by and between the said parties to these presents, that all and every the said conveyances and assurances so, as aforesaid, hereafter to be had, made, leavyed or executed of the before bargain'd premises, and every or any part or parcel thereof, shall be and inure, and shall be esteemed, adjudged and taken to be and inure to the only use and behoof of him the said I. H. his heirs and assigns for ever, and to no other use, intent or purpose whatsoever; any thing in these presents contained to the contrary thereof, in any wise notwithstanding. *In witness &c.*

A short Lease of a House in London.

THis Indenture made &c. Between N. H. of &c. Gentleman, on the one part ; and I. C. of &c. of the other part, *Witnesseth*, That the said N. H. for divers good causes and valuable considerations him herunto especially moving, Hath demised, granted, and to farm let, and by these presents doth demise, grant and to farm let unto the said I. C. his executors administrators &c. all that messuage or Tenement of him the said N. H. situate, lying and being in &c. containing these several rooms following (that is to say)

one kitchen on the ground, two little rooms or chambers over the same Kitchen, and three other little rooms over the said two last mentioned rooms &c. together with all waies, entries, passages, lights, easements, watercourses, profits, commodities and appurtenances whatsoever to the said Messuage or Tenement belonging, or in any wise appertaining, or therewith now used, occupied or enjoied. *To have and to hold* the said Messuage or Tenement, and all and singular other the premisses before by these presents demised or mentioned to be demised, with the appurtenances, and every part and parcel thereof, unto the said I.C. his &c. from the Feast day of &c. unto the full end and term of &c. from thence next ensuing, and fully to be compleat and ended: Yielding and paying therfore yearly, during the said term unto the said N.H. his executors, administrators, &c. the rent or sum of &c. of lawful &c. at the four most usual Feasts or Terms in the year (that is to say) at the Feasts of &c. by even and equal portions, or within fourteen days next ensuing every of the same Feasts: And if it shall happen the said yearly rent of &c. to be behind and unpaid, in part or in all, by the said space of *Re-entry upon non-payment of the rent.* fourteen daies next ensuing, after any of the said Feasts on which the same ought to be paid, as aforesaid, being lawfully demanded, that then & from thenceforth, and at all times afterwards, it shall and may be lawful to and for the said N.H. his executors, administrators &c. into the said Messuage or Tenement, & into every part & parcel thereof, wholly to re-enter, and the same to have again, retain and repossess, as in his and their first and former estate; any thing aforesaid to the contrary therof in any wise notwithstanding. And the said I. C. for himself, his executors,

tors, administrators and assigns, and for every of them, doth covenant, promise and grant to and with the said N.H. his executors and assigns, and to and with every of them by these presents, in form following (that is to say) That the said I. C. his executors, administrators and assigns, or some of them, at his and their own proper costs and charges, shall and will from time to time, and all times hereafter during the said term of &c. hereby granted, well and sufficiently repair, support, uphold, maintain, amend and keep the said Messuage or Tenement, and all and singular other the premises, and every part and parcel thereof, in, by and with all and all manner of needfull and necessary reparations and amendments whatsoever; And the Pavements, Privies and Windraughts belonging to the premises, shall cause to be paved, purged, emptyed and scoured: And the same premises, and every part thereof, so well and sufficiently repaired, upholden, maintained, glazed, purged, emptyed, paved, kept and amended, in the end of the said term, or other sooner expiration or determination of this present Lease, peaceably and quietly shall leave, surrender and yield up unto the said N. H. his executors and assigns. And the said N.H. doth for himself, his &c. covenant, promise and grant to and with the said I. C. his &c. and to and with &c. that he the said I.C. his &c. paying the rent, and performing the covenants before in &c. by these presents mentioned and reserved, shall or may lawfully, peaceably and quietly have, hold, use, occupy, possess and enjoy the said Messuage or Tenement, and all and singular other the premises, with their appurtenances, and every part and parcel thereof without any manner of let, suite, trouble, disturbance, eviction or interruption of the said N. H. his &c. or any of them, or of any other person or persons what

whatsoever, claiming from, by or under him, them or any of them, or by his or their means, act, title, consent, privity or procurement. In witness &c.

An Indenture of covenants for passing of a Recovery in the Common pleas, to cut of an entail.

THis Indenture made &c. Between E. C. of &c. of the one part; and W. O. and I. H. of &c. of the other part: *VVitneseth*, That it is covenanted, granted, concluded and agreed by and between the said parties to these presents; and the said E. C. doth covenant and grant to and with the said W. O. and I. H. that he the said E. C. shall and will permit and suffer the said W. O. and I. H. to purchase and sue forth out of his Majesty's high Court of Chancery one Writ of entry *sur disceisn en le-post*, returnable before the Justices of the Common pleas at *VVestminster*, at some certain day of return in Easter Term next coming; by which Writ the said W. O. and I. H. shall demand against the said E. C. all that Messuage, Tenement or Farm with the appurtenances situate &c. and late were in the possession of &c. and also all that Close of pasture-ground, commonly called &c. containing &c. and all that Close of pasture &c. and also all and singular Lands, Tenements, Rents, Reversions, Services, Commons, Profits, Commodities, Emoluments and Hereditaments whatsoever, with all and singular the appurtenances to the premises, or any part or parcel thereof belonging, or in any wise appertaining, by such name and names, and in such manner and form, and by such number and quantity of acres, as by the said W. O. and I. H. or the survivor of them, or the Council learned of them, shall be devised or advised; to which Writ the said E. C. shall appear personally, or by Attorney, in the said

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Court

Court of Common-pleas, and enter into the said warranty and imparl, & vouch to warranty the Common Vouchee who shall after depart in contempt of the Court; so as a good and perfect recovery shall and may be had in due form and order of Law of the said Messuages, Lands &c. and all other the premises, with the appurtenances, according to the usual course of common Recoveries for assurance of Lands and Tenements in the said Court of Common pleas; and that a Writ of *habere fac seisinam* shall be thereupon awarded, executed and returned accordingly. And it is further condescended unto and agreed by and between all the said parties to these presents, That as well the said Recovery to be had and executed, as aforesaid; as also all and every other Recovery or Recoveries, Conveyances and assurances whatsoever, which before the Feast of &c. shall be had and executed by and between the said parties to these presents, or any of them, of the said Messuages, Lands, Tenements and Hereditaments, and all & every other the premises, with the appurtenances, or of any part or parcel thereof, by what name or names soever the same shall be so had and executed; and the full force and execution of them, and every of them, shall be and enure, and shall be construed, adjudged and taken to be and enure to the only use and behoof of the said W. O. his &c. for ever. And the said W. O. and J. H. and the survivor of them, and the heirs of the survivor of them, shall for ever from thenceforth stand and be seized thereof, and of every part thereof, to the only use and behoof of the said W. O. his heirs and assigns for ever, and to no other use, intent or purpose whatsoever. In witness &c.

An Assignment of a Lease.

THis Indenture made &c. Between P. S. of &c. and M. his wife and Executrix of the last Will and Testament of I. C. late of &c. deceased, on the one part; and W. W. of &c. Yeoman, on the other part: *Witnesseth*, That whereas T. M. of &c. in and by one Indenture of Lease bearing date &c. for the considerations therein mentioned, did demise, grant and to farm-let unto the said I. C. (reciting the Grant) as in and by the said recited Indenture of Lease, amongst divers other Covenants, Grants, Articles and Agreements therein contained, more fully and at large it doth and may appear. Now this Indenture further witnesseth, that the said P. S. and M. his wife, as well for and in consideration of the sum of &c. to them in hand paid before the ensealing and delivery of these presents by the said W. W. wherof they do acknowledge the receipt; and thereof, and of every part and parcel thereof, do acquit, exonerate and for ever discharge the said W. W. his &c. by these presents. Have given, granted, bargained, sold, assigned and set over, and by these presents do give, grant, &c. unto the said W. W. his &c. all that parcel of ground or garden-plat, with th'appurtenances before mentioned, & all houses, edifices, buildings, &c. and all the estate, right, title, interest, possession, term of years to come, claim & demand whatsoever, which they the said P. S. and M. his wife, or either of them, now have or hath, may, might, should or in any wise ought to have or claim of, in or to the said parcel of ground and garden-plat, and other the premisses, with th'appurtenances, and every or any part or parcel thereof, by force and vertue of the said Indenture of Lease. *To have and to hold Habend.*

the said parcels of ground or garden-plot & all houses, edifices and buildings thereupon, or upon any part or parcel thereof, now standing or being: And also the said recited Indenture of lease, and all the estate, right, title, interest, term of years, and all and singular other the premisses, with the appurtenances, in and before by these presents bargained, sold, assigned and set over, or mentioned or intended to be hereby given, granted, bargained, sold, assigned and set over, and every part and parcel thereof, unto the said W. W. his Executors, Administrators and Assigns, to his and their own proper uses & behoofs, during the residue of the said term, in and by the said Indenture of lease granted, and therein now to come and unexpired, in as large, ample and beneficial manner, to all intents, constructions and purposes, as they the said P. S. and M. his wife, or either of them, now have or hath, may, might, should or in any wise ought to have and enjoy the same, by force and vertue of the said recited Indenture of Lease, or otherwise howsoever. And the said P. S. and M. his wife, for themselves, their Executors, &c. & for either of them and either of their &c. doth covenant &c. that the said recited Indenture of lease &c. at the time of the enfealing and delivery of these presents, is a good, sure, perfect and indefeasible lease in the law, of & for the said parcel of ground or garden-plot, & premisses hereby demised, & so shall stand, remain, continue and be unto the said W. W. his executors &c. to his & their own proper uses & behoofs for and during all the term of years thereby granted & yet to come and unexpired, under the Rents and covenants therein mentioned or contained. And also that the said W. his &c. and every of them, under the Rents, Covenants, Articles, and Agreements in the said recited Indenture of lease contained, shall or

or may for and during all the rest and residue yet to come and unexpired of the said Term in the said recited Indenture of Lease contained, lawfully, peaceably and quietly have, hold, use, occupy, possess and enjoy the said parcel of ground or garden-plat, & all other the premises, with th'appurtenances, and every part and parcel thereof, without the let, trouble, contradiction or interruption of them the said P. S. and M. his wife, or either of them, their or either of their heirs, executors or assigns, or of any other person or persons whatsoever, lawfully claiming or to claim any estate or interest in the premises, or any part thereof, by, from or under him, them or any of them, discharged also of and from all former Bargains, Sales, Gifts, Surrendors, Forfeitures and Re entries, Rents, Arrearages of Rents, Charges & Incumbrances done or to be done by the said P. S. and M. his wife, or either of them, or by any other person or persons whatsoever, lawfully claiming from, by or under him, them or either or any of them, as aforesaid; or by his, their, either or any of their means, act, title, interest, forfeiture or procurement, the rents and covenants in the said recited Indenture of lease herein before mentioned and expressed, only excepted & foreprized. *In witness &c.*

An Assignment of the Moity of a House and Goods, with good covenants.

TO all Christian people to whom &c. R. B. of L. &c. Executor of the last Will and Testament of R. R. late of L. deceased; and P. K. Citizens &c. send greeting in our Lord God everlasting. Whereas W. T. of &c. by his Indenture of Lease dated &c. for the consideration therein mentioned, did demise, grant and to farm-let unto the said P. K. his &c. all
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that the Messuage or Tenement, called &c. situate and being &c. together also with all the goods and Utensils of Householdstuff, then being in and belonging to the said Messuage or Tenement mentioned and comprized in a Schedule to the said Indenture annexed : To have and to hold &c. as in and by the said &c. And whereas the said P.K. by Deed pole dated &c. for the considerations therein expressed, did demise &c. the said last mentioned Indenture &c. and all his estate &c. of, in and to the said &c. unto the said R. R. the estate and interest of which said R. R. of, and in &c. did after come to the said R. B. as Executor of the last Will and Testament of the said R. R. And the said R. B. being thereof possessed by the means aforesaid, did by Indenture dated &c. for the considerations &c. grant, bargain &c. the Moiry of the said &c. unto I. C. of &c. And the said I. C. by Deed pole dated &c. did make over the said Moiry of the said &c. unto A. B. Inne-keeper &c. and the other Moiry of and in the same &c. now remaining in the said R. B. and P. K. or one of thm ; together with the whole right, title &c. Now know ye, that we the said R. B. and P. K. for and in consideration of &c. Have given, granted, bargained, sold, assigned and set over, and by these presents &c. unto the said R. M. the said last mentioned Moiry of the said Messuage or Tenement, with th'appurtenances, called the &c. aforesaid : And also all our right, title and interest, of, in and to the said Moiry of the said Goods and Chattels before mentioned, therunto belonging, and every part and parcel thereof : As also all the estate, right, title, interest, term and terms of years, property, claim and demand whatsoever, which we the said R. B. and P. K. or either of us, now have, may, might, should or in any wise ought to have and enjoy, of, in or to the said Messuage or Tenement, called &c. and
of

of, in or to the Moity of the said goods and chattels thereunto belonging: Together with all writings, leases, counterparts of Leases, Escripts and Minutments touching & concerning the same premisses, in as large and ample manner as we or either of us, now have or may hold the same by force & vertue of the said several Indentures before mentioned, or any thing therein contained, or otherwise howsoever. To have and to hold all and singular the beforebargain'd premisses with their appurtenances, and every part and parcel thereof unto the said R. M. his &c. to his and their own proper uses and behoofs, as fully, and in as large and ample manner and form, as we the said R. B. and P. K. or either of us, now have, may, might, should or ought to have and enjoy the same. And we the said R. B. and P. K. for us and either of us, and either of our heirs &c. and for every of us, do covenant promise &c. that we the said R. B. and P. K. or one of us (at the time of the enfealing & delivery of these presents) are or is the very true and right owners and possessors, or owner and possessor of the premisses hereby before mentioned to be bargain'd and sold, with th'appurtenances, and every part and parcel thereof, for and during all the rest and residue of the said several terms yet to come and unexpired in the said several recited Indentures of Lease; and that we, or one of us, have or hath full power and good right, true title and absolute authority, to give, grant, bargain, sell, assign and set over the said premisses hereby bargained and sold, with their and every of their appurtenances, unto the said R. M. his &c. in manner and form aforesaid. And also that all and singular the said premisses hereby mentioned to be bargained and sold, with their & every of their appurtenances, and every part and parcel thereof, at the time of the enfealing and delivery of these pre-

sents, are and be, and so at all times hereafter from henceforth during all the rest and residue of the said several terms, in and by the said several recited Indentures of lease granted, shall be, remain and continue unto the said R.M. his &c. free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise well and sufficiently saved and kept harmless of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Leases, Fines, Forfeitures, Rents, Arrearages of rents, cause and causes of forfeitures, and re-entry; and of and from all other Titles, Troubles and Incumbrances whatsoever, heretofore had, made, committed, suffered or done by us the said R. B. and P.K. or either of us, our Executors &c. or any of us, in any manner or wise however; And so shall be during all the rest and residue of all & so many years as are yet to come and unexpired of the said several terms, in and by the said several recited Indentures of Lease granted, according to the true intent and meaning of these presents (the several rents, payments, covenants and Agreements in the said several recited Indentures of Lease respectively comprized and specified: which from henceforth on the Tenants and Lessees parts and behalfs, are or ought to be observed, performed, fulfill'd and kept, according to the true meaning of the several recited Indentures of Lease; and the Moity or one half part of the yearly rent of &c. reserved for certain rooms, and Chambers belonging to the &c. now in the occupation of &c. which Moity of the said rent is formerly sold and released unto the said A.B. his &c. only excepted and forepriz'd) any thing in these presents contained &c.
In witness &c.

An Assignment of a Lease in trust, whereof the Assignor
is to take a further estate in the premisses.

THis Indenture made &c. Between S. A. C. of &c.
on the one part, and E. H. and C. D. of &c. on
the other part, Witnessech, That whereas Sir J.
D. &c. by his Indenture of Lease bearing date the &c.
(reciting the Grant and Habend.) as in and by &c. Now
this Indenture further witnessech, that the said Sir A.
C. for and in consideration of the trust hereafter men-
tioned, and for divers other good causes & considera-
tions him thereunto moving, hath granted, bargain-
ed, sold, assigned and set over, and by these presents
doth grant, bargain &c. unto the said E. H. and C. D.
their executors, administrators & assigns, and to the
survivor of them the said E. H. & C. D. and to the ex-
ecutors, administrators and assigns of the survivor of
them all &c. (mentioning all that is assigned and set
over) To have and to hold the said Lordship &c. and
all other the premisses, with all and singular their ap-
purtenances before by these presents bargained, sold,
assigned and set over, and every part and parcel ther-
of, unto the said E. H. and C. D. their Executors,
Administrators and Assigns, and to the survivor or
survivors of them the said E. H. and C. D. and to the
executors, administrators and assigns of the survivor
of them all &c. (mentioning all that is assigned &c.)
Nevertheless upon this trust and confidence in them
& every of them reposed, that they the said E. H. and
C. D. or the survivor of them, or the executors &c. of
the survivor of them, shal and will at all times hereaf-
ter, & from time to time upon the reasonable request
to them or any of them to be made, and at the costs
and charges in the law of the said Sir A. C. his ex-
ecutors &c. assign, convey and assure, all and singu-
lar the before bargained premisses, and every part
and parcel thereof, unto such person or persons,
their

their executors &c. by the said Sir A. C. his Executors &c. shall be nominated and appointed in such manner and form, as by the said Sir A. C. his Executors &c. or his, or their Council learned in the Law, shall be reasonably devised, or advised, and required, and upon further trust and confidence, that they and every of them, shall and will upon the like request to be made, do and perform all and every lawful act and acts, thing and things whatsoever for the extinguishment of this present bargain, sale, and assignment of the premisses above mentioned, as by the said Sir A. C. his Executors &c. or by his or their Council learned in the law, shall be reasonably devised or advised and required. *In witness*
&c.

An Assignment of a Judgement.

THIS Indenture made &c. Between M. M. &c. on the one part, and R. T. &c. on the other part, Witneseth, That whereas the said M. M. hath recovered a Judgement, in his Majesties Court of Common Pleas at *Westminster* in *Hilary* Term, Anno &c. against E. G. for xx l. debt, besides costs of sute, as by the Records of the said Court more at large may appear; Now the said M. M. for good considerations him moving, hath bargained, sold, assigned, and set over, and by these presents doth bargain, sell, assign and set over unto the said R. T. his executors &c. as well the said Judgement, and all and every sum and sums of money therein mentioned, and contained, As also, all benefit and advantage, which shall or may be had, obtained or gotten, by reason or means of the said Judgement, or any process, or execution thereupon to be had, sued out, or executed: *To have and to hold*, the said Judgement, sum and sums of money, benefit, advantage and other the premisses aforesaid, unto the said R. T. his &c. to his and their

their own proper uses and behoofs, in as ample manner, as he the said M. M. his Executors or Assigns, might or could have and enjoy the same, if these presents had never been had or made; and the said M. M. his Executors &c. shall and will justify, maintain and avow, all and every lawfull act and thing that shall be done in or about the premisses, without releasing or discharging the same. So as there be no further benefit taken, than only the due debt, interest and charges; And that all the benefit which shall be obtain'd or gotten upon the said judgement, shall wholly remain and be unto the said R. T. his Executors &c. to his and their own proper uses and behoofs, without any accompt or other thing, to be therefore yielded or done unto the said M. M. his &c. In witness &c.

An Assignment of an Annuity.

TO all Christian people &c. I, I. W. of &c. Gentleman send greeting in our Lord God everlasting; Whereas I, G. Citizen &c. by his Deed indented bearing date &c. for the consideration therein mentioned, did give, grant and confirm unto me the said I. W. one annuity or yearly rent or pension of &c. to be issuing and going out of all and singular the Messuages or Tenements, Land; and premisses of the said I. G. situate and being in &c. for the term of the natural life of me the said I. W. as in and by the said Deed indented (among divers other Covenants, Grants, Articles and Agreements therein contained) more fully and at large it doth and may appear: Now know ye, that I the said I. W. for good considerations me moving, have assigned & set over, and by these presents do assign and set over unto S. L. of &c. the said Annuity or yearly pension of &c. To have

have and to hold the said Annuity or yearly Rent of &c. afore said unto the said S. L. and her assigns, in a large and ample manner and form as I the said I. W. may or ought to have and enjoy the same by force of the said Deed indented, or any thing therein contained (together with the said Deed indented) In witness &c.

A Release for one used in trust.

TO all Christian people, &c. R. M. of &c. sendeth greeting in our Lord God everlasting: Whereas C. G. and T. T. for and in consideration of a certain summe of money to them paid, by I. L. of &c. by their Indenture of bargain and sale, bearing date &c. did grant, bargain, and sell unto the said I. L. and R. M. their Heirs and Assigns for ever, all that their third part in three parts equally to be divided, of all that their Messuage or Tenement called &c. with the appurtenances situate &c. late in the tenure of &c. And also all that their third part in three parts equally to be divided, of all that their Mine of Coales opened or to be opened, or to be gotten or digged, within the Grounds or Lands to the said Messuage or Tenement, called &c. belonging or appertaining, or in any part or parcel thereof, as by the same Indenture among divers other Covenants and agreements more at large it doth &c. may appear: all which premises in the Indenture specified, sold, and granted to the said I. L. and R. M. as afore said, was before and at the en sealing of the said Indenture, intended and meant to be to the only use and behoof of the said I. L. and his Heirs, and to no other use or purpose whatsoever; Now know ye, that I the said R. M. for and in regard of the trust and confidence in me reposed by the said I. L. have

remised, released and for ever quit-claimed, and from me and my heirs do by these presents remise, release &c. for ever quit-claim unto the said I. L. and his heirs, All my right, interest, estate, title and demand which heretofore I have had, or now have, of and in the said premisses, in the said Indenture specified, or in any part or parcel thereof. *In witness &c.*

A Surrender of a Lease for lives for the obtaining of a new Lease.

TO all &c. I, A. S. &c. send greeting &c. whereas I the said A. now am and stand lawfully seized, and possessed of a Lease for term of my life to me made and granted by &c. bearing date &c. of and in &c. All which premisses are situate, &c. and are of the yearly value of &c. as by the said Indenture of Lease, relation &c. Now know ye, that I the said A. have granted and surrendered, and by these presents do fully and absolutely grant and surrender unto the said &c. his Heirs and Assigns, the said Messuage &c. demised by the said &c. to me the said A. by the said recited Indenture of Lease as aforesaid, and all the estate, right, title, interest, term of life, and demand whatsoever, of me the said A. of, in and to the said Messuage and other the premisses with the appurtenances, and of, in and to every of them, and every part and parcell thereof, by force and vertue of the said recited Indenture of Lease or otherwise howsoever: Together also with the said Indenture of Lease, To the intent nevertheless, and upon condition that the said &c. may by his Indenture of lease, make a new demise and grant of the premisses to I. H. and C. his wife, and N. their son, for term of their natural lives, and the life of the longest liver of them successively, or otherwise

wise, as shall be thought convenient, and for and under the yearly rent; and under such priviledges, covenants and articles, as shall be thought fit therein to be comprized. *In witness &c.*

A Revocation of a Sute.

TO all &c. J, A. B. send greeting &c. Whereas an action hath been brought at the Common Law in my name, against P. F. upon a bond, where in the said P.F. and one W.D. became bound unto me in the sum of &c. on the &c. as by the same obligation &c. Now know ye, that I the said A. B. do by these presents revoke and withdraw the said action & sure brought against the said P.F. upon the said obligation and all proceedings therupon had in my name, and do also countermand all letters of Attorney, & other authorities whatsoever, by me hertofore made, or given to any person or persons, for the prosecution of any action or sure upon the said bond; And do also signify and declare that my will and pleasure is, that no action or sure shall any time hereafter be brought or commenced against the said P. F. and W. D. nor either of them, nor their, nor either of their heirs &c. upon the said obligation. *In witness &c.*

A Release for wast done.

TO all &c. W. S. of &c. sendeth greeting in our Lord God everlasting: Whereas I. S. of &c. being possessed of a Lease of divers years yet to come, of and in one parcel of Wood-ground, commonly called &c. situate &c. containing &c. being parcell of the possession of W. S. &c. aforesaid; And whereas the said I. S. for the better advantage to himself, and for the increase of his own yearly

yearly profit, to be made of the same Wood-ground,
 and for the better and more profitable manuring of
 the said ground, hath for that purpose cut down, and
 grubbed up divers Trees in & upon the said parcel of
 Wood ground, and hath converted the same ground
 into Tillage, whereby a far greater annual profit is,
 and yearly advantage will be made thereof, than if
 the same should continue Wood ground, which in
 time to come will turn to the better benefit and
 advantage of the said W. S. and his heirs after the
 end and determination of the said Lease, made to
 the said I. S. yet notwithstanding the said I.
 is subject and liable to be questioned and
 troubled by action to be commenced against him,
 both for the waste he hath committed by cutting
 down trees, and for not preserving of the said
 Woods, according to the covenants comprized in
 the said Lease. Now know ye, that the said W. S.
 for and in consideration of &c. & for divers good
 causes, &c. hath for himself, his heirs, executors
 &c. remised, released, and quit-claimed, and by
 these presents doth clearly and absolutely remise,
 release, and quit-claim unto the said I. S. &c. all
 and all manner of actions of wast, and all manner
 of suits for any wastes or spoils done or committed
 by him the said R. S. in the said Wood, and Wood-
 ground called &c. aforesaid, until the date of these
 presents; And all, and all manner of actions of co-
 venants, and other actions, suits, or demands, con-
 cerning, covenants, provisoes, or agreements for
 cutting down, or grubbing up the same woods,
 under-woods, heretofore cut and grubbed up.
 In witness.

A Release of Errors.

BE it kuown &c. That I, A. B. &c. have remised, released, quit-claimed and discharged and alwaies for me, my heirs, executors, administrators and every of them, for evermore do quit-claim and discharge unto C. D. of &c. all and all manner of error and errors, cause and causes of error and errors, misprisions, misentries and erroneous proceedings whatsoever, had, made, committed, omitted, suffered or done, in all, every or any plain plea, process, Judgement and Execution whatsoever, had, made &c. by the said &c. against me the said A. B. in any of the Kings Majesties Courts or Records, at any time from the beginning of the world &c. In witness &c.

A Discharge of an apprentice from his service.

TO all &c. I, F. W. of &c. send greeting &c. Whereas M. N. by his Indenture bearing date &c. did put himself Apprentice to me for the term of &c. commencing &c. as by the said Indenture may appear : Now know ye, that I the said F. W. for good considerations me thereunto moving, do by these presents clearly and absolutely discharge and set free the said M. N. of and from my service, so neither I nor any for me shall or may at any time hereafter, ask, claim or demand any service of the said M. N. by vertue of the said Indenture or otherwise; And also I do hereby remise & release unto the said M. N. all actions, cause and causes of action, service & demands whatsoever, which I now have or hereafter may have against him, by reason of any &c. whatsoever, from the beginning of the world unto

the day of the date of these presents. *In witness whereof &c.*

A Letter of Attorney, to receive money due upon a Bond.

K Now all men by these presents, that I T. As of &c. have assigned, ordained and made, and in my stead and place, by these presents, put and constituted my trusty and wellbeloved friend I. B. of &c. my true and lawfull Atturney, for me and in my stead and name, but to the use and behoof of him the said I. B. to take, recover and receive of W. S. of &c. O. T. of &c. and L. M. of &c. the sum of &c. due unto me for non-payment of the sum of &c. of like money, on the twentieth day of &c. last past, before the date of these presents, as by one Obligation with condition thereunder written, bearing date &c. in the year &c. it doth and may more plainly appear; giving, and by these presents granting unto my said Atturney, my full power and lawfull authority in the premisses, to do, say, perform, conclude and finish, for me and in my name as aforesaid, all and every such act and acts, thing and things, devise and devises in the Law whatsoever, for the recovery of all the debts aforesaid, as fully, largely and amply in every respect, as I myself might or could do if I were personally present; and upon the receipt thereof acquittances or other discharges for me and in my name to make, seal and deliver, ratifying, allowing allowing and holding firm and stable, all and whatsoever my said Atturney shall lawfully do or cause to be done in or about the execution of the premisses, by vertue of these presents. *In witness &c.*

A Letter of Atturney, to enter upon Lands, and deliver a Lease.

K Now all men &c. thar I, R. R. of &c. have made, ordained, constituted and appointed, and by these presents do make, ordain, constitute and appoint T. C. of &c. my true and lawful Atturney, for me and in my stead and name to enter and come into and upon the Farm and Lands of T. in the parish of &c. in the County of &c. now in the tenure or occupation of K. T. or of his Assigns, and upon any part thereof, then and there for me and in my stead and name, to deliver, as my act and Deed, unto H.M. of &c. or to his Assigns, one Indenture, wherunto I have already sealed, bearing date &c. made between me the said R. R. on the one part; and the said H.M. on the other part, purporting a lease of the said Farm and Lands unto the said H. M. his Executors, Administrators and Assigns, for the term of ten years next ensuing, as in and by the said Indenture more at large appeareth. Which Indenture, after the same shall be so delivered by my said Atturney, I the said R. R. do promise by these presents, shall be my effectual Deed in Law, to all intents, constructions and purposes, as if I the said R. R. had sealed and delivered the same then there my self. In witness &c.

Another Letter of Atturney to enter upon Lands, and to deliver a Lease.

TO all &c. We T. A. and R. M. send greeting. Whereas we the said T. A. and R. M. have signed and sealed to one Indenture bearing date with these presents, purporting a Lease demised or granted to I. H. of &c. of all that our Mannor or Farm

of &c. with the house, Barns, Stables, Orchard, Gardens &c. and all that our site of Rectory or Parsonage of L. in the said County of N. Together with the Demeasln Lands to the said Mannor or Farm belonging or appertaining; To hold from the enfealing and delivery of the same Indenture for the term of 6 years then next ensuing, as by the same Indenture of Lease at large appeareth. Now know ye, that we the said A. T. and R. M. have made, ordained, constituted and appointed, and by these presents do make, ordain, constitute, and in our steads and place put and appoint our trusty and well beloved Friend J. H. &c. our true and lawfull Attorney and Assignee, for us, & in our steads and names to enter and come into and upon all that the said &c. and other the Lands aforesaid, or into some part thereof; and then and there, after such entry made, to deliver unto the said J. H. (as our very act and deed) the said Indenture of lease above mentioned: to hold according to the tenure of the said Indenture. And further, to do and execute all and every such further thing or other act whatsoever, as shall be needfull to be done and performed in that behalf, in as large, ample and effectual manner as we our selves might or could do, if we were personally present. *In witness &c.*

Letter of Attorney upon a Specialty being not due, with Covenants to justifie actions.

To all &c. to whom this present writing shall come, Sir T. R. of &c. sendeth greeting in our Lord God everlasting. Whereas H. F. of &c. Gentleman, in and by one Obligation with condition thereupon endorsed, bearing date &c. is and standeth bound unto the said Sir T. R. in the sum of &c. of full &c. conditioned for the true payment of &c.

on the &c. next &c. at or in the &c. as in and by the said Obligation and Condition thereof at large appeareth. Now know ye, that the said T. R. for divers good causes and considerations him moving hath Assigned, ordained and made, and in his stead and place put and constituted his trusty and wellbeloved friend R. D. Citizen &c. his true and lawfull Atturney for him; and in his stead and name, and to the only proper use and behoof of the said R. D. to ask, require and receive of the said H. F. his Executors, Administrators or Assigns, the said sum of &c. at the said day and place aforesaid. And if default be made in payment of the said sum of &c. as aforesaid, Then he the said Sir T. R. doth by these presents make, ordain, constitute and appoint the said R. D. to be his true and lawfull Atturney for him, in his name, and to the only use of the said R. D. to ask, levy, demand, recover, and receive of the said H. F. his Executors and Administrators, the said sum of &c. so forfeited unto him the said Sir T. R. for non payment of the said sum of &c. at the day, time and place aforesaid: Giving and by these presents granting unto his said Atturney, his full power and lawfull authority in the premisses; and upon default of the said sum of &c. or any part thereof, the said H. F. his Heir, Executors, Administrators &c. or any of them, to arrest, sue, implead, imprison and out of prison to deliver, and pleas and prosecutions against them and every of them to sustain and maintain according to the course of the Law; and upon the receipt of the said sum of &c. or any part thereof, to give quittances or other discharges for him and in his name to make, seal and deliver: and one Atturney or more under him to substitute, and at his pleasure to revoke, and all and every other act and acts, deeds and things, devise and devises in the Law whatsoever need

needfull or requisite to be done in or about the pre-
 mises for him, and in his name to do, execute and
 perform as fully, largely and amply in every respect,
 as he himself might or could do, if he were personal-
 ly present; ratifying, allowing and holding firm and
 stable, all or whatsoever his said Attorny or his Sub-
 stitute lawfully authorized, shall lawfully do or cause
 to be done in or about the execution of the pre-
 mises by these presents. And the said T.R. for him-
 self &c. that he the said T.R. his Heirs, Executors
 and Admin. and every of them at all time and times
 hereafter upon the reasonable request, or notice to
 him given, and at the costs and charges in the Law
 of the said R.D. his Executors, Admin. or Assignes,
 or some of them, shall and will maintain, justifie and
 now with effect al and every such action & actions,
 writ or Writs, Pleas, Process, Judgements and Ex-
 ecutions whatsoever, which by the said R.D. his Ex-
 ecutors, Admin. or Assignes, shall at any time hereafter be
 lawfully sued, commenced had or brought in his
 name against the said H.F. his Heirs, Ex. or Adm.
 or any of them, upon or by reason of the Obligati-
 on above mentioned: or of any sum or sums of mo-
 ney therein mentioned or contained. And also that
 the said T. R. hath not at any time heretofore;
 nor he, his Executors or Administrators or As-
 signes or any of them, at any time hereafter shall or
 will remise, release or otherwise discharge the said
 H.F. his Heirs, Executors or Administrators or a-
 ny of them, of the said Obligation above recited;
 nor pay of any sum or sums of money therein contain-
 ed without the speciall license, consent or agree-
 ment of the said R.D. his Executors, Administrators
 Assignes or some of them thereunto first had and
 obtained in writing under his or their hands and
 seals; and that all the benefit and commodity that
 shall

shall be recovered, obtained or gotten by means of any such action, sute, plaint, judgement or executions shall redound, come and be to the only use and behoof of the said R.D. his &c. without any accompt or other thing therefore to be yielded or done to the said Sir T.R. his &c. or any of them. In witness &c.

A Letter of Attorney general to receive debts and rents.

K Now all men by these presents, that I, A.W. of &c. have assigned, ordained and made, and in my stead and place by these presents put and constituted my truly and well-beloved servant H.H. of &c. to be my true and lawful Attorney, for me, and in my name, and to my use, to ask, sue for, levy, require, recover and receive all and every such debts, rents and sums of money as are now due unto me, or which at any day or dayes, time or times hereafter, shall be due, owing, belonging or appertaining unto me by any manner of waies or means whatsoever, frō any person or persons whatsoever. Giving & granting unto my said Attorney by these presents, my full and whole power, strength & authority in and about the premises; and upon the receipt of any such debts, rents and sums of money aforesaid, acquittances or other discharges for me & in my name, to make, seal and deliver; and all and every other act & acts, thing and things, devise and devises in the Law whatsoever needful & necessary to be done in or about the premises, for the recovery of all or any such debts, rents or sums of money, as aforesaid, for me and in my name in do, execute and perform, as fully, largely and amply to every respect, to all intents, constructions, and purposes, as I my self might or could do, if I were personally present; ratifying, allowing and holding firm

firm and stable all and every such act and acts. In witness &c.

A short Letter of Attourney of a Bond not due.

K Now all men &c. That I, A. B. of &c. have made, ordained, constituted and appointed, & by these presents do make, ordain, constitute and appoint R. B. of &c. to be my true and lawful Attourney irrevocable, for me, in my name and to his use, to ask, demand and receive of &c. the full sum of &c. which shall be due and payable unto me by the said &c. at the Feast of &c. next and immediately ensuing the date of these presents, by vertue of one Obligation to me made from the said &c. bearing date &c. last past, before the date of these presents, as by the same obligation &c. And for non-payment of the said sum of &c. at the day and place aforesaid, I do by these presents authorize and appoint the said &c. for me and in my name, and to the use aforesaid, to ask, leavy, sue for, recover and receive of the said &c. the said full sum on penalty of &c. to be then due and forfeited unto me for such non-payment. Giving and by these presents granting unto my said Attourney, my full power and absolute privilege, right, benefit and authority in all things whatsoever, which doth, can or may in any wise touch or concern the premisses, either for the receipt of the said summe of &c. on the day above mentioned, or for the doing and performing of any other act and acts, thing and things whatsoever, as shall be needfull and requisite to be done, prosecuted and performed for the recovery of the same, or the said penalty, in case of forfeiture, as aforesaid: And that in as large and ample manner in every respect, and to all intents

and purposes, as I my self might or could do if I were in person present. And whatsoever my said Attorney or his Substitute lawfully authorized, shall do or cause to be done in the premiffes, I promise to allow of, and confirm by these presents. In witness &c.

A short Letter of Attorney for the setting over of a Bond forfeited.

K Now all &c. that I, H. H. of &c. have made, ordained, constituted and appointed, and by these presents do make, ordain, constitute and appoint my trusty and wellbeloved Friend W. M. of &c. to be my true and lawful Attorney for me, and in my stead and name, and to his own use, to ask, levy, recover, demand and receive of T. M. and N. L. of &c. Gentleman, and either of them, their and either of their executors and administrators, the sum of &c. which they have forfeited, and from me unjustly do detain and keep for non-payment of the sum of &c. at a certain day past, as by one Obligation with condition thereupon endorsed, bearing date &c. more at large it doth and may appear. Giving and by these presents granting unto my said Attorney, my full power and authority in all things touching this my present business, and in my name to commence and prosecute any action or actions, sute or sutes for the recovering and getting of the said summe of &c. and every or any part or parcel thereof; and Attorney or Attorneys in that behalf to constitute and make and upon receipt thereof or of any part thereof, acquittances or other lawfull discharges, in my stead and name to make, seal and deliver; ratifying and allowing by these presents, all and whatsoever my said Attorney or his assigns, shall for obtaining and

recovery of the said sum of &c. or any part thereof do or cause to be done in my stead and name. And also I the said H. H. do covenant and promise by these presents, That I the said H. H. have not released nor will release the said T. M. and N. &c. of the said Bond, nor of the penalty therein contained, nor countermand this present Letter of Attorney, nor the authority thereby granted, nor any sure, act or proceeding at any time hereafter, by virtue of these presents to be brought or done. In witness &c.

A Letter of Attorney to take possession of lands delivered by a Sheriff upon an Extent.

K Now all men by these presents, That I, A. B. &c. Esquire, have made, ordained, constituted and by these presents put and appointed my well-beloved friend C. D. to be my true and lawfull Attorney for me, and in my stead and name to enter into the Mannor of H. with th'appurtenances in the County of L. and now in the tenure or occupation of &c. of the yearly value of &c. and full and peaceable possession and seizin thereof, for me, and in my stead and name, and to my use, to take, receive, retain and keep as to him the same shall be delivered by the Sheriff of the same County of &c. according to the tenour purport and effect of his Majesties Writ of Extent unto the said Sheriff in that behalf directed. Giving and granting by virtue of these presents unto my said Attorney, my full power and authority, and all and every thing and things, needful, necessary or requisite to be had, made or done for or concerning the said possession, taking, or the retaining of the same to my use, as aforesaid; the same for me, in my stead and name to do, use, execute and exercise as fully and wholly, and in as large and ample

ple manner and form, and to all intents and purposes as I my self might or could do, if I were personally present ; Ratifying, allowing and holding firm and stable all and whatsoever my said Attorney shall lawfully do or cause to be done in or about the execution of the premisses, by vertue of these presents. In witness &c.

A Covenant for the leavying of a Fine.

ANd the said C. D. for himself, his Executors &c, and for every of them, doth covenant and grant to and with the said W. C. and F. W. their executors, administrators &c. That he the said C. D. or his heirs, shall and will at and before the &c. at the proper costs and charges in the Law of the said C. D. his heirs &c. according to the usual course of fines and recoveries used and accustomed, leavy one lawfull and sufficient Fine, and suffer a lawfull and sufficient recovery to be had and made against him the said C. D. and his heirs, unto the said W. C. and F. W. and their heirs or the Survivor of them, or to such other person and persons as they the said W. and F. or the Survivor of them or their Heirs shall nominate and appoint, of all that Messuage &c. (naming the Land) with all and singular their appurtenances, situate and being in C. aforesaid in the County of B. VVhich said Fine or Fines, Recoverie or Recoveries, and all other assurances and conveyances to be had, made, leavyed, acknowledged and executed of the premisses, or any part thereof, by the name or names aforesaid, or by any other name or names, or in any other manner or form shall be, and the said VV. C. and F. VV. and their Heirs, and all and every other person and persons, and the Survivor of them and his Heirs

to whom the said Fine shall be leavyed or acknowledged as aforesaid, shall stand and be seized of all and singular the premisses and every part thereof, to the onely proper use and behoof of the said W. and F. and their heirs for ever, to the intent a lawfull and sufficient recovery may be had of all and singular the premisses, and of every part and parcell thereof, according to the true intent and meaning of these presents, which said recoveries shall be and shall be alwaies deemed, adjudged and taken to be to the only use and behoof of the said W. C. and F. W. and of the Heirs males of their bodies to be begotten, and for default of such issue, then to the use and behoof of the said W. C. and of his heirs and assigns for ever. *In witness &c.*

A Covenant to Surrender a Copy-hold at the next Court

ANd the said &c. for himself, his &c. doth covenant and grant to and with the said &c. his &c. that at the next Court holden at the Mannor of E. in the County of W. the said R. I. and his wife shall come and personally appear in the face of the said Court of the said Mannor, and in the open face of the said Court, according to the usual custome of the said Mannor, shall into the hands of the Steward of the said Court, or his Deputy, Surrender, assign and yield up to the use of the said T. S. his Heirs, Executors, Administrators and Assigns, all that their right, estate, title, interest and demand, which they now have, or by any means may have of and in the said copy-hold Land and Tenements, with the appurtenances, called or known by the said name or names of &c. or any other Lands, Tenements or Hereditaments, which are claimed to be holden by him the said R. I. by Copy of court-roll of the said Mannor

nor of W. or to the same, or to any part or parcell of the same belonging or so reputed, esteemed or taken, &c.

A Covenant for further assurance.

ANd the said L. M. for himself, his &c. that he the said L. M. and A. his now wife, and the Heirs of the said L. and all and every other person and persons whatsoever, having or claiming, or which shall or may have or claim, or pretend to have any manner of right, title, interest or other thing, into or out of the before mentioned premisses or any part or parcel thereof, from or under the said L. M. shall and will from time to time, and at all times hereafter, upon every reasonable request, and at the costs and charges in the Law of the said &c. his heirs or Assigns, make, do, suffer, acknowledge, and execute, or cause to be made, done, acknowledged, suffered and executed, all and every such further lawfull act and acts, thing and things, devise and devises, conveyances and assurances in the Law whatsoever, for the further, better, and more perfect assurance, surety, sure making and conveying of all and singular the said Messuages, Lands, Tenements, and Hereditaments, and all other the premisses aforesaid, and every part and parcel thereof, unto the said L. B. his Heirs and Assigns for ever, be it by Fine or Fines, with proclamation, Recovery or Recoveries, with double or single Voucher or Vouchers, Deed or Deeds, enroled or not enroled, the enrolment of these presents, release, confirmation, with warranty against all and every person or persons, or without warranty, or by all, any or as many of the waies means and devises aforesaid, or by any other waies or means whatsoever; as by the Councell learned in the

the Laws of the said L. B. his &c. shall or may be devised or required, so as the said L. M. and A. his wife, their Executors &c. be not enforced or compelled to travell above twelve miles from his or their dwelling place, or the cities of *Landon* and *Westminster*, for the making, doing and executing thereof &c.

*A Covenant that the premisses are discharged of Im-
cumbrances*

ANd the said A. B. for himself, &c. That the said Messuages, Lands, &c. and all and singular other the premisses with th'appurtenances before, in and by these presents granted, bargained, &c. and every part and parcel thereof, at the time of the enfealing and delivery of these presents, are and so at all times hereafter for ever, and from time to time shall be, remain and continue unto the said T. A. his Heirs and Assigns, clearly acquitted and discharged or otherwise sufficiently saved and kept harmless, of and from all and all manner of former and other bargains, sales, gifts, grants, Leases, Jointures, Dowers, Uses, Wills, Intails, Rents, Charge-rents, Seck-arreages of Rents, Fines for Alienation, Statutes, Recognizances, Judgements, Executions, Seizures, Intrusions, Extents; and of and from all and singular other charges, rities, troubles, incumbrances and demands whatsoever, had, made, acknowledged, consented unto, committed, procured, done or suffered by the said A. B. his Heirs or Assigns, or by any other person or persons whatsoever, the Rents and Services, from henceforth to be due to the chief Lord or Lords of the Fee or Fees, whereof the premisses are holden, onely excepted &c.

A Covenant that he is lawfully seized in fee-simple, or fee-tail, and hath power to demise.

ANd the said G. H. for himself, &c. that he the said G. H. at the time of the enfealing and delivery of these presents, is and standeth lawfully seized of an indefeazable estate of Inheritance in Fee-simple or Fee-tail, of and in all and singular the before demised premisses, with the appurtenances, and every part and parcel thereof, without any manner of condition or limitation of use or uses, to alter or change the same: And also that he the said G. H. now hath full power, true title and absolute authority, to demise, grant &c. the said &c. and all and singular other the premisses, with the appurtenances before demised, and every part and parcel thereof, unto the said I. P. his Executors, Administrators and Assigns, for the term of &c. in manner and form, as in and by these presents is mentioned, limited and expressed.

A Covenant that the Lessee shall not cut down or fell the Trees, without the consent of the Lessor.

ANd the said T. H. for himself &c. that he the said T. H. his &c. or any of them, shall not at any time hereafter during the said term, commit or cause, procure or wittingly suffer to be committed or done, any manner of willfull waste or destruction, in or upon the premisses, or any part thereof, nor shall cut down, fell, take or carry away any of the woods, under-woods or Trees growing, standing or being, or which hereafter shall grow, stand or be, in or upon the premisses before demised, or in or upon any part or parcel thereof, without the licence, consent

lent or agreement of the above named U. R. his Heirs or Assigns in writing first had and obtained.

A Condition of Arbitrament general and special.

THe Condition &c. That if the within bounden R. C. and R. A. their &c. and every of them, do and shall, for their, and every of their parts and behalfs, in all things well and truly stand to, abide, obey, observe, perform, fulfil and keep the award, arbitrament, order, rule, determination and judgement of &c. Arbitrators indifferently chosen, elected and named, as well on the part and behalf of the said R. C. and R. A. as on the part and behalf of the within named R. S. and &c. to arbitrate, award, rule, decree and judge of, for, upon, touching or concerning all actions, sutes, doubts and variances concerning &c. out of the Mannor of L. in the Parish of W. in the County of &c. now in question and controversy, between the said parties; And also for, touching and concerning all and all manner of other sutes, quarrels, debts, debates, duties, bonds, specialities, controversies, transgressions, offences, strifes, contentions, reckonings, accompts, and demands whatsoever; which between the said R. C. and R. A. on the one part, and the said I. G. the Elder, and the said I. S. the Younger, and divers other persons on the other part, at any time from the beginning of the world, untill the day of the date of these presents, have been had, moved, stirred, or are in any wise depending, so alwaies as the same award, arbitrament or determination and judgement of the parties, in and upon the same premisses, be made and given up in writing indented, under their hands and Seals, ready to be delivered

livered to the said parties, at or in &c. on or before &c. That then this, &c.

A Condition for the truth of an apprentice, and to restore the value of all such goods, as by proof shall appear, he hath imbeazled.

THe condition &c. That whereas I. D. &c. son of &c. by his Indenture of apprenticeship, to the within named W. G. hath bound himself to the said W. G. with him to dwell and abide, from the feast of &c. unto &c. from thence next ensuing, fully to be compleat and ended, as in and by the said &c. more fully may appear; if therefore the said I. D. the Apprentice do or shall at any time or times hereafter during the said term of &c. wilfully waste, imbeazle, consume, spend or make away, or otherwise deliver or lend upon trust, without ready money, to any person or persons, without the consent of the said M. G. his Master, any of the goods, wares, monies, or Merchandize of the said W. G. his Executors or Assigns; Then if the above bound L. M. his Executors or Assigns, or any of them do and shall within two moneths next after request made, and notice thereof given, from time to time, during the said term, well and truly pay, or cause to be paid, to the said W. G. his Executors or Assigns, the full sum and value of all such goods, wares, money or Merchandize, as by just and true proof shall appear, the said I. D. to have spent, imbeazled, wasted, consumed or lent, without consent as aforesaid, to the hurt and hindrance of the said W. G. his Executors or Assigns, without fraud or covenant. That then &c.

A Condition to acknowledge satisfaction upon a Judgement.

THe Condition &c. That if the without bounden I. P. his Executors, administrators or assigns, or any of them, do or shall before the end of Easter Term now next comming, after the date within written, by himself, or by his or their lawfull Attorneys in the Kings Majesties Court of Common Pleas, confess and acknowledge satisfaction of all such Judgements and Executions, as the said I. P. hath recovered in the said Court against W. L. of &c. Gentleman, that then &c.

A Condition to make assurance upon request.

THe Condition &c. that if the within bounden H.S. or his assigns, shal and will at all times hereafter, upon reasonable request, and at the costs and charges of the within named I. F. his heirs and assigns, by such lawfull act and acts, thing and things, conveyances and assurances in the law whatsoever, as by the said I. F. his heirs or assigns, or his or their Councel learned in the law shall be reasonably devised, or required, lawfully and sufficiently give, grant, convey and assure, unto the said I. F. his heirs and assigns forever, all that &c. in the Town and parish of I. in the County of D. now in the tenure of &c. clearly acquitted & discharged, or otherwise sufficiently saved and kept harmless, of and from all and all manner of former bargains, sales, charges, titles, troubles and incumbrances whatsoever, had, made, committed or done, by the said H.S. or by any other person or persons whatsoever, That then &c.

A Condition to find one his diet by the year.

THe Condition &c. That if the within bounden T. W. his Executors or Assigns, do and shall at his and their own proper costs and charges find, provide and allow unto I. B. or any servant of the within named I. B. in his stead and place, good, wholesome and sufficient diet and victuals of meat and drink meet and convenient, and in such sort as is now by the above bounden T. W. allowed, for the time and space of one whole year, from the Feast of the Nativity of &c. next ensuing &c. at or in the now &c. And if at any time the said I. B. or such said servant of the said I. B. so to be dieted for the time being, shall absent himself from his said Commons by the space of six weeks or more together, at any time or times during the said term: If then and so often as he shall be absent, the said T. W. his Executors or Assigns, do and shall find diet and victuals for the said I. B. &c. for so long time after the end of the said term, as they shall have been absent, as aforesaid, according to the true meaning of these presents. That then &c.

A Condition to repay all such charges as the Tenant shall be at, by reason of the payment of his rent, there being controversie concerning the title of the House.

THe Condition &c. That whereas there is a controversie or question between the above bounden E. H. and others, touching their severall rights or interests in the now dwelling house of the above named T. T. situate &c. And whereas upon an agreement between the said E. H. and T. T. the said T. T. is contented to pay the rent of his said house, it being sol.

50 l. per annum, unto the said E. H. as the same shall grow due according to his lease. If therefore the said E. H. his &c. do and shall well and truly pay or cause to be paid unto the said T. T. his Executors or Assigns, all such rent, sum and sums of money, charges and damages whatsoever, as shall by due proceeding in the law be adjudged or decreed against him the said T. T. his executors &c. and all other costs and damages whatsoever, which he the said T. T. shall sustain or be at by reason of any actions, suits or forfeitures whatsoever, which shall or may happen or be unto the said T. T. his Executors, Administrators or Assigns, by reason or means of the payment of the said Rent, or any part thereof, unto the said E. H. his executors, administrators or assigns: That then &c.

A Condition to discharge the Church-wardens and Parishioners of a child born in the parish.

THe condition &c. That whereas one M. H. hath of late been deliver'd of a man child within the parish of &c. within written, to the which child the within bound E. G. by his own voluntary confession doth acknowledge himself to be the Father. If therefore the said E. G. his heirs, executors or assigns, and every or any of them, do from time to time, and at all times hereafter, fully and clearly acquit, discharge and save harmless as well the within named J. B. and H. L. Church Wardens of the parish Church of &c. aforesaid, and their Successors for the time being, and every of them; as also all the Inhabitants and Parishioners of the said Parish which now are, or hereafter shall be for the time being, and every of them, of and from all and all manner of costs, charges and expences whatsoever, which shall or may in

any manner of wise, at any time hereafter arise, happen, come, grow or be imposed upon them or any of them, for, or by reason or means of the birth, education, nourishing and bringing up of the said Child: And of and from all other actions, suits, charges, troubles, impeachments and demands whatsoever, touching or concerning the same: That then &c.

A Condition for the surrender of Copy-hold Lands, and to cause him to be admitted Tenant.

THE Condition &c. that if the within bounden I. K. and his heirs, do and shall at the next Court to be holden for or within the Mannor of H. in the County of E. sufficiently and in due form of Law, surrender and yield up unto or for the use and behoof of the within named L. M. his heirs and assigns, or of such other person or persons, and their heirs and assigns, as the said L. M. shall nominate and appoint, All that his Copy-hold, Messuage or Tenement, and Lands thereunto belonging, containing by estimation 16 acres, be it more or less, now or late in the tenure or occupation of N. O. or of his assigns, parcel of the Mannor of H. aforesaid, with all and singular out-houses, Easements, commodities and appurtenances to the same appertaining, clearly acquitted and discharged of all Dowers and titles of Dower whatsoever; and do then and there also procure and cause the said L. M. or such other person or persons by him to be nominated, as aforesaid, to be only and lawfully admitted Tenant of the same premisses so to be surrendered, according to the custome of the said Mannor: That then this &c.

A Condition for quiet enjoying a Mannor, according to an assignment thereof.

THE Condition &c. that if the within named R. I. his &c. and every of them, shall or may lawfully, peaceably and quietly have, hold, occupy and enjoy the Mannor of S. with the appurtenances, in the County of O. with all Lands, Tenements, profits, Privileges, Rents, Court Leet and advowsons, Woods, Underwoods, and all other Hereditaments therunto belonging or appertaining, without the let, trouble, late, eviction, disturbance or contradiction of the within bounden W. G. L. G. and M. G. or any of them, their or any of their heirs, executors, administrators or assigns, or any of them, or any other person or persons whatsoever, having, claiming or pretending to have any manner of right, title, interest, property, claim or demand, of, in or to the said Mannor and premisses aforesaid; or of, in or to any part or parcell thereof, by, from or under the said W. G. M. G. and L. G. or either or any of them, according to the tenour, purport, effect and true meaning of one Indenture of Assignment bearing date the &c. made and sealed by the said W. G. unto the said R. I. of the premisses aforesaid, as by the said Indenture may appear : That then &c.

A Condition for assurance of Lands.

THE Condition &c. That if the within bounden W. B. shall upon reasonable request to him to be made by the within named T. H. his heirs or assigns, on this side, & before the feast day of &c. next ensuing the date within written, convey and assure unto the said T. H. his executors and assigns for ever, one

Close of pasture, containing by estimation one acre, abutting upon F. towards &c. one other Close &c. all which premisses are situate, lying and being in the Parishes, Towns and Fields of W. and G. or in some or one of them in the County of B. by such conveyances & assurances in the law as by the said T. H. his heirs and assigns, or by his or their counsel learned in the laws, shall be reasonably devised or advised and required (discharged of all incumbrances whatsoever, the chief rents and services therefore due and payable to the chief Lord or Lords of the Fee or Fees of the premisses, only excepted) And also if the said W. B. his &c. and every of them, do and shall, until the said conveyance and assurance shall be made and passed, as aforesaid, quietly permit and suffer the said T. H. his heirs and assigns, to have, receive, perceive and take to his and their own proper uses and behoofs, the rents, issues and profits of all and singular the premisses, and of every part and parcel thereof without any manner of let, suite, trouble, disturbance or contradiction of the said W. B. his &c. or any of them, or of any other person or persons whatsoever, by his, or their or any of their means, right, title, interest or procurement, and without any account, or any other thing therefore to be yielded, paid or done unto the said W. B. his heirs or assigns, or to any other person or persons whatsoever; That then this &c.

A Condition to pay a sum of money quarterly.

THe Condition &c. that if the within bounden B. M. his &c. or any of them, do well and truly pay or cause to be paid unto the within named N. D. his &c. the full sum of &c. at or in the &c. in manner and form following (viz.) on the &c. next ensuing the

the date above written, the sum of 5l. thereof, at the place aforesaid, on &c. 5l. more thereof at &c. on &c. 5l. more at &c. and on &c. 5l. more at &c. and so forth every quarter of a year quarterly, one next and immediately ensuing another, on every of the quarter daies aforesaid, & at the place above named for payment thereof, 5l. until the said sum of &c. shall be in such sort, and after such manner, fully satisfied, contented and paid, That then &c. But if default of payment shall be made of or in the payment of the said sum of &c. or any part thereof, contrary to the manner and form above rehearsed: then it shall stand and abide &c.

A Condition to lend a sum of money at a certain day nominated for a certain time then following, without interest.

THe Condition &c. that if the within bounden I.W. and N.Y. or either of them, do and shall on the &c. next ensuing the date within written, deliver and lend unto the within named E.P. at or in the &c. the full sum of &c. upon the single bond of the said E.P. until the &c. day of &c. next ensuing, without loan, interest or other consideration to be had for the same: That then &c.

A Condition for payment of an annuity.

THe Condition &c. that if the within bound T.R. and T.P. or either of them, their or either of their &c. or any of them, do and shall every year yearly, from & after the Feast-day of &c. next ensuing the &c. well and truly pay or cause to be paid to the within named I.S. his &c. one annuity yearly

yearly rent or sum of &c. of lawful &c. at four usual feasts or terms in the year ; That is to say, on the feast-days of &c. by even and equal portions, the first payment therof to begin on the &c. next ensuing the &c. that then the &c. But if default shall happen to be made of or in the payment of the said annuity, yearly rent or sum of &c. at any of the said feast-days on which the same ought to be paid at any time during the said Term of &c. contrary to the true intent and meaning of these presents, That then it shall stand and abide in full force, strength and vertue.

A Condition to pay a certain sum of money at a day, and then to put in another surety, for payment of another sum at a day then following.

THe Condition &c. That if the within bounden I.G. his &c. or any of them, do well and truly pay or cause to be paid unto the within named C.D. his &c. the full sum of &c. at or in the &c. on the &c. and then also do and shall procure and cause another sufficient surety to become bound with him the said I.G. his &c. unto the said C.D. his &c. by their obligation in due form to be made, in the penalty of &c. for the true payment of &c. more of &c. then next following, and which shall be in the year of our Lord God 1649. at the place aforesaid, without fraud or coven, That then &c.

A Condition for performance, concerning co-partnership of an Award.

THe Condition &c. That if the within bounden, W.D. his &c. do for his and their parts and behalfe, in all things well and truly stand

stand to observe, perform, fulfill and keep the Award, Arbitrament, Order, final end, determination and judgement of A. B. of &c. and C. D. of &c. Arbitrators indifferently chosen, elected and named, as well on the part and behalf of the said W. R. as on the part and behalf of the within named W. I. to arbitrate, award, order, judge, determine and make final end to make, of, upon, touching and concerning all and every action and actions, lutes, variances, sum and sums of money, claims and demands whatsoever, had, moved, depending, or stirring, or having been, or now being in question, lute, trouble, or contröversie, between the said parties, for, by reason or means of any manner of dealing &c. during the late co-partnership, between them the said W. and I. in any manner of wise, so as the same award, arbitrament &c. of the said Arbitrators, of, and upon the premisses, or any part thereof, be made and put in writing under their hands and seals, ready to be delivered to the said parties, on or before the &c. next ensuing the &c. That then &c.

A Condition to save harmless of a Recognizance taken for ones Appearance.

THe Condition &c. that if the within bounden I. R. his heirs &c. do at all times hereafter, and from time to time, clearly acquit and discharge, or sufficiently save and keep harmless the within named G. S. and B. N. and every of them, their and every of &c. against our Sovereign Lord the Kings Majesty, and all others, of and for all and every such recognizances, wherein and whereby they the said G. S. and B. N. or either of them, stand charged or bound to our Sovereign Lord the Kings Majesty, for the said R. I. or for his personal appearance, in his
Maje-

Majesties Court of Record, called the *Kings Bench* at *Westminster*, in *Trinity Term* next, to answer all such matters as shall be objected against him, and of, and for all and every summe and summes of money, matter, thing and things, the said Recognizance and Recognizances, & every of them mentioned or contained, and of and from all actions, sures, costs, losses, troubles, extents and damages, that shall or may arise or grow, touching or concerning the same, or any of them, in any manner or wise, That then &c.

A Condition to save one harmless, for the bailing of one at two several actions.

THe Condition &c. that whereas the within named I.D. at the special instance and request of the within bounden W.W. hath main-prized or taken to bail the said W. W. in the Sheriffs Court holden in the *Counter in Wood street London*, of and for two actions; the one of trespass, damages xx.l. at the sute of &c. and the other of Debt, upon the demand of &c. at the sute of &c. as by the Records of the same Court may appear; if therefore the said W.W. his &c. and every of them, do at all times hereafter, and from time to time clearly acquit and discharge, or otherwise sufficiently save and keep harmless the said I. D. his &c. and every of them, and all his and their goods and chattels, and every part and parcel of them, against all persons whatsoever, of and for the mainprizing and taken to bail of the said W. W. and of and for the several actions afore said, and of and for all actions, sures, costs, troubles, demands, executions and damages whatsoever, that shall or may arise or grow, touching or concerning the premisses, or any of them, in any manner

manner of wife, That then this present obligation to be void &c.

A Condition for payment of money, if a man be non-sued.

THe Condition &c. That whereas one E. G. is admitted to sue in *Forma Pauperis*, in his Majesties Court of &c. against W. W. and A. B. for the recovery of certain Land, and Tenements, in the County of K. if the said E. G. shall be non-sued in the said action, or that the same action shall pass against him by verdict or otherwise, then if the above bounden R. R. or E. G. their executors or assigns, or any of them, do or shall truly pay, or cause to be paid, all and singular such colts, charges and summes of money, as by any the Justices of the said Court shall in that Case be thought convenient or awarded, without fraud &c. That then &c.

A Condition for performance of Covenants.

THe Condition &c. that if the within bounden H. W. his &c. and every of them, do well and truly observe, perform, fulfil, accomplish and keep all and singular the Covenants, grants, articles, clauses, conditions and agreements whatsoever which on his and their parts and behalfs are or ought to be observed, performed, fulfilled and kept, mentioned and comprized in one pair of Indentures of Lease, bearing date within written, made between the within named E. W. of the one part, and H. W. of the other part, according to the tenor, effect and true meaning of the same Indenture, That then &c.

A Condition for passing of a Fine.

THe Condition &c. That if the within bounden W. E. and A. his now wife, and the heirs of the said W. at the costs and charges in the Law of the within named R. M. his &c. next ensuing the date &c. shall levy one fine &c. in the Court of Common-pleas at West of one Messuage or Tenement, mentioned to be demised to the said R. M. in and by one Indenture of lease, bearing date &c. made between the said W. E. on the one part, and the said R. M. on the other part, according to due course of Law, by such name and names, and in such manner and form, as by the said R. M. his &c. or by his or their Counsel learned in the Law shall be devised or required, as well for the barring of the said A. from the title of Dower in the premisses, as for the better assuring and confirming of the premisses, unto the said R. M. his &c. for and during all the said term, by the said Indenture of lease, granted under the Rent, in and by the said Indenture reserved against the said W. E. his heirs and assigns, according to the true meaning of the said Indenture : That then &c.

A Condition concerning marriage:

THe Condition &c. that whereas there is a Marriage (by Gods grace) intended to be shortly had and solemnized, between the above bounden A. D. and E. B. daughter of F. B. late of G. in the County of C. deceased, if after the said Marriage shall be solemnized between the said parties, it shall happen the said A. shall die, and him the said E. shall survive, then if the said A. B. shall at the time of his death, leave unto the said E. the summe of &c. or the

the value of &c. in goods and chattels to be freely taken, had, used and disposed of, by her the said E. her &c. at her and their own wills and pleasures, without any claim, challenge, sute, trouble, disturbance, contradiction or demand, of, for, in or to the said sum or value of &c. or of any part or parcel thereof, therunto to be made by the Executors &c. of the said A. B. or by any other person or persons whatsoever. That then &c.

A plain Bill of debt.

BE it known unto all men by these presents, that I, A. B. of &c. do owe and am indebted unto C. D. of &c. in the sum of &c. of lawful money of England, to be paid unto the said C. D. his executors, administrators or assigns, on the &c. next ensuing the date hereof; To the which payment well and truly to be made, I bind me, my heirs, executors and administrators, firmly by these presents: In witness whereof &c. I do hereunto set my hand and seal, this 4 of July, An. Dom. 1648.

A Bill Obligatory.

BE it known unto all men by these presents, that I, A. B. of &c. do ow and am indebted unto C. D. of &c. in the sum of &c. of lawful money of England, to be paid unto the said C. D. his executors, administrators or assigns, on the &c. next ensuing the date hereof, at &c. To the which payment well and truly to be made, I bind me, my heirs, executors and administrators, in the sum of &c. of lawful money of England, firmly by these presents. In witness &c.

A

A Generall Release.

K Now all men by these presents that I, I. K. of &c. have remised, released, and quit-claimed, and by these presents do for me, my Executors, Administrators and Assigns, remise, release and for ever quit-claim, unto C. D. of &c. his Executors, Administrators and Assigns, all and all manner of actions and suits, cause and causes of actions and suits, Bills, Bonds, writings and accompts, debts, duties, reckonings, sum and sums of money, controversies, Judgements, Executions and demands whatsoever, which I the said I. K. ever had, or which my Executors, administrators and assigns, or any of us in time to come, can or may have, to, for or against the said C. D. his Executors, administrators or assigns, for or by reason of any matter, cause or thing whatsoever, from the beginning of the world, untill the day of the date hereof. In witness &c.

A Release of Errors.

BE it known unto all men by these presents, That I, W. A of &c. for divers good causes and considerations me therunto especially moving, have remised, released, and quit-claimed, and by these presents for me, my heirs, executors and administrators, do remise, release, and for ever quit-claim unto E. D. his Heirs, Executors and Administrators, and every of them, all and all manner of Error and Errors, and the benefit and advantage thereof, and of all misprisions of Error and Errors, defects and wrongful pleadings & proceedings whatsoever, had, made, committed, suffered, omitted and done, at any time or times, before the day of the date of these presents, in any action or actions, prosecuted and sued by the said E. C. against me the
said

W. A. in any Court or Courts of Record or otherwise, And all Error and Errors in the Judgement or Judgements thereof, so that I the said W. A. my Heirs, Executors and Administrators, and every of us, shall be for ever hereafter debarred and excluded, to sue forth any Writ or Writs of Error or Errors concerning the same. *In witness &c.*

A Release of Errors concerning a Judgement.

BE it known unto all men by these presents, that D. I. W. of &c. do by this my present writing, for me, my Heirs, Executors and Administrators, remission, release, and for ever quit claim unto F. L. of &c. Esquire, all and all manner of Error and Errors, and misprision of Error or Errors, which are or may be in one Judgement remaining upon Record, in his Majesties Court of *Common Pleas* at *Westminster*, against the said I. W. at the sute of the said F. L. for 200 L. debt, and three pound thirteen shillings and four pence charges, or thereabouts, or in any the premisses or proceedings of the said Judgement or sute. *In witness &c.*

A Release upon the receipt of a Legacy.

BE it known unto all men by these presents, That D. I. T. B. of &c. have the day of the date hereof received of J. T. Widow, Executrix of the last Will and Testament of H. T. of &c. deceased, all that Legacy or sum of &c. to me the said T. B. by the name of T. B. of &c. given and bequeathed; of which said sum of &c. by me received as aforelaid, I acknowledge my self fully satisfied and paid, and thereof, and of every part and parcel thereof, do clearly acquit, exonerate and discharge the said T. W, her Executors and Administrators, and every of them by

by these presents : In witness whereof I have hereunto set my hand and seal &c.

A Release of Lands.

TO all Christian people &c. Know ye that A. B. of &c. for divers good causes and considerations him moving, hath remised, released, and for ever quit claimed, and by these presents for himself and his Heirs, doth fully, clearly, and absolutely remise, release, and for ever quit claim, unto C. D. of &c. in his full and peaceable possession and seizin, and to his heirs and assigns for ever, all such right, estate, title, interest & demand whatsoever, as he the said A. B. had, or ought to have, of, in or to all &c. that the Mannor of &c. and &c. by any waies or means whatsoever : *To have and to hold*, all the said Mannor &c. unto the said C. D. his heirs and assigns, to the only use and behoof of the said C. D. his heirs and assigns, for ever; so that neither he the said A. B. nor his heirs, nor any other person or persons for him or them, or in his or their *names*, or in the name right or stead of any of them, shall or will by any way or means hereafter, have, claim, challenge or demand any estate, right, title, or interest, of, in or to the premises, or any part or parcel thereof; But from all and every action, right, estate, title, interest and demand, of, in or to the premises, or any part or parcel thereof, they and every of them, shall be utterly excluded and barred for ever by these presents, and also the said A. and his heirs, the said Mannor, Messuages, Lands, Tenements and other the premises, with the appurtenances to the said C. D. his heirs and assigns, to his and their own proper use and uses, in manner and form aforespecified against their heirs and assigns and

had every of them, shall warrant, and for ever defend by these presents. In witness &c.

A Release of Lands, with a Covenant to lead the use of a Fine.

TO all Christian people &c. I, E. F. of &c. send greeting; Know ye that I the said E. F. for good and valuable considerations me moving, have given, granted, remised, released, and quit-claimed, and by these presents do for me and my heirs, grant, remise, release and for ever quit-claim, unto T. M. of &c. (in his full, peaceable and quiet possession, and seisin being) and to his Heirs and Assigns for ever; all the estate, right, title, interest, use, claim and demand whatsoever, which I the said E. F. now have, or had, or which my heirs, executors or administrators, at any time hereafter shall or may have or claim, of, in or to all the Messuage, Tenement or Farm, called &c. in the said County of &c. or of and into all and every, or any part or parcel thereof, by force and vertue of any Fine, or other assurance thereof, or any part thereof, acknowledged or made by the said T. M. and G. his wife, to me the said E. F. and I the said E. F. do covenant and grant, for me, my heirs, executors and administrators, to and with the said T. M. his Heirs, Executors and Assigns, that all Fines and other assurances whatsoever, heretofore acknowledged, or levied of the premises, or any part thereof, by the said T. M. and G. his wife, to me the said E. F. shall be for ever hereafter, and shall inure to the use of the said T. M. and of the heirs and Assigns of the said T. for ever; And I the said E. F. and my heirs, and all and singular the premises, unto the said T. M. and his heirs, to the use afore-

said, against me, my heirs &c. shall and will warrant and defend for ever by these presents. In witness whereof &c.

A Revocation of uses.

BE it known &c. that I, T. C. of &c. do by this my present writing, sealed with my seal, and subscribed with my name, in the presence of H. S. T. O. C. B. three credible witnesses, whose names are subscribed, revoke, determine and make void and frustrate, all and every the uses and estates, mentioned, raised, created, limited and made, in and by one Indenture of Lease, bearing date the &c. in the year of the reign of &c. made between me the said T. C. of the one party, and I. B. of &c. of the other party, of and for the house and site, and all other the Lands, Tenements and Hereditaments with their appurtenances, in the said Indenture mentioned, and of and for every part and parcel thereof; And I do by these presents absolutely limit, determine and appoint, that all & singular the fees, parties and persons in the said Indenture mentioned, and their heirs and assigns, shall immediately and from henceforth, stand and be seized of the Site, House, Messuage, Lands, Tenements and Hereditaments in the said Indenture mentioned, and of and in every part and parcel thereof, to the only use and behoof of me the said T. C. my heirs and assigns for ever, in a pure and absolute estate in Fee-simple, and to none other use, intent or purpose: *In witness whereof,* I the said T. C. have to this my present writing put my hand and seal, and subscribed my name in the presence of the said H. S. T. O. C. B. three credible witnesses, whose names are likewise subscribed, the &c. in the year of the reign &c

A Defeazance upon a Statute.

THis Indenture made the &c. between I. I. of &c. of the one part, and W. G. of &c. of the other part witnesseth, That whereas the said W. G. by his recognizance in the nature of a Statute staple, bearing date with these presents, taken and knowledged before Sir I. L. Knight and Baronet, Lord Chief Justice of his Majesties Court of *Kings Bench Westminster*, is and standeth bound unto the said I. I. in the sum of &c. payable, as in the said recited Recognizance or Statute Staple may appear: Nevertheless, the said I. I. is contented and pleased, and doth for himself, his Executors and administrators, covenant, promise and agree, to and with the said W. G. his heirs, executors and administrators, by these presents, that if the said W. G. his heirs, Executors, administrators or assigns, or any of them, do well and truly content and pay, or cause to payd, unto the said I. I. his executors, administrators or assigns, the full sum of &c. on the &c. next ensuing the date of these presents, at or in the &c. That then the said recited recognizance or Statute staple of &c. shall utterly void and of none effect; or else shall stand and abide in full force and vertue. In witness &c.

A Defeazance upon a Judgement.

This Indenture made &c. Between A. B. of &c. and W. C. of &c. witnesseth; That whereas the said A. B. hath in Trinity term last, recovered against W. C. the summe of &c. besides costs of &c. in his Maj. Court of *Common-pleas at Westminster*, and thereupon had judgement against the said W. C. as by the Record thereof remaining in his

Majesties said Court, more at large it doth and may appear ; Nevertheless, the said A. B. is contented and pleased, and doth covenant and grant by these presents, for him, his heirs, executors and administrators, to and with the said W. C. his Heirs, Executors and Administrators , That if the said W. C. his heirs, executors, administrators or assigns , do and shall well and truly pay or cause to be paid, to the said A. B. his executors or assigns , the full sum of &c. at or in the &c. That then and in the mean time he the said A. B. his Executors, Administrators or Assigns, shall not take out any execution, against the said W. C. his Goods, Chattels, Lands or Tenements, And that upon payment of the said sum of &c. at the day and place above named for payment; the said A. B. his &c. at the request, costs and charges in the Law of the said W. C. his executors, administrators or assigns , shall and will acknowledge satisfaction upon Record , of and for the said Judgement, so as he the said W. C. do make unto the said A. B. his executors and administrators, good lawfull and sufficient releases of errors, and of all misprisions, defaults and imperfections, had, committed, omitted or perpetrated, in or about the said Judgement or Recovery, or any entries, pleas, pleadings, process, proceedings, or other matters touching or concerning the same. In witness &c.

A Defeazance upon a Mortgage of Lands formerly forfeited.

THIS Indenture made the &c. Between R. T. &c. on the one part, and E. F. of &c. of the other part, witnesseth ; That whereas the said E. F. his Indenture bearing date the &c. for the consideration

deration therein mentioned, did give, grant, bargain, sell, and confirm unto the said R. T. his heirs and assigns, all that the Mannor of &c. with the right, members and appurtenances thereof, in the County of &c. and also divers others Lands, Tenements and Hereditaments, in the same Indenture specified, in which said Indenture there is contained a Condition or proviso, to this effect following, that is to say; that if the said E. F. his Heirs, Executors or assigns, or any of them, do truly pay or cause to be paid unto the said R. T. his Executors, Administrators or assigns, the full sum of &c. at or in &c. that then, and from thenceforth, from and after such full payment, had and made in manner afore said, the said recited Indenture, and every the covenants, grants, articles and agreements therein contained, shall be utterly void and of none effect, as by the said Indenture, amongst divers Covenants, grants, articles and agreements therein contained may more at large appear. Which said sum of &c. was not paid at the day and place of payment before limited for the payment thereof, according to the tenor of the said proviso or Condition. By reason whereof, the said Mannor, Lands and other the premises in the said Indenture mention'd, are absolutely vested & settled in the said R. T. yet nevertheless the said R. T. is contented and pleased & doth covenant and grant to & with &c. that if the said E. F. his Heirs, executors, administrators &c. or any of them do well and truly content & pay or cause to be paid unto the said R. T. his executors, administrators or assigns, the full sum of &c. on the &c. at or &c. That then (upon the said payment of the said sum of &c. in manner and form afore said) and from thenceforth the said recited Indenture of bargain and sale made of the said Mannor and other premises, shall be utterly

utterly void and of none effect, the breach made in non-payment of the said sum of &c. in the proviso of the said Indenture mentioned, or any other grant or thing therein contained to the contrary thereof, in any wise notwithstanding. And that also, upon full payment of the said sum of &c. that at any time or times after, within the space of seven years then next following; He the said R. T. his Heirs and Assigns, shall and will, at the reasonable request, costs & charges in the law of the said E. F. his heirs and assigns, grant, convey and assure unto the said E. F. for ever the said Mannor of &c. with th'appurtenances, & all and singular other the premises, in & by the said recited Indenture granted, as aforesaid, in such manner and form, as by the said E. F. his heirs or assigns, or his or their Council learned in the law, shall be reasonably devised or required; so as in the said conveyance and assurance so to be made by the said R. T. his heirs & assigns, there be no further or other warranty than only against him and his heirs. And so also the said R. T. his heirs or assigns, be not compelled to travel further than the Cities of *London* or *Westminster*, for the doing and executing of the same assurance. And also that he the said R. T. his heirs, executors or assigns, shall and will deliver or cause to be delivered unto the said E. F. his heirs or assigns, within six months next after such payment made, all and every the Deeds, evidences, and writings which the said R. T. hath, touching or concerning the premises, safe, whole, uncanceled and undefaced. In witness &c.

Another defeazance upon a Statute.

THis Indenture made &c. between H. S. of &c. of the one party, and the honourable T. Viscount

S. of the other party. Whereas the said I. S. together with G. A. of &c. is and standeth bound in and by four several obligations, every of them bearing date &c. (reciting the bonds) as by the same four several obligations, and every of them, may more plainly appear. And wheras the said T. S. by his Recognizance in the nature of a statute staple, bearing date with these presents (recite also the recognizance) as by the same recognizance or statute staple &c. which said recognizance or statute staple of &c. is acknowledged and entred into by the said T. S. for the better securing of as well the said several summes of money before mentioned, and every of them; As also all such other summe or summes of money, as shall hereafter grow due and payable for the forbearance and interest of the said several summes of money already borrowed and lent, or hereafter to be borrowed or lent, unto, or for the said T. S. and every or any of them. Now this Indenture witnesseth, That the said H. S. is contented and well pleased, and doth for himself, his executors and administrators, covenant, promise and agree to and with the said T. S. his executors, administrators and assigns, by these presents; That if the said T. S. his executors administrators or assigns, or any of them, do and shall well and truly pay or cause to be paid, at or in &c. as well unto the several persons before named, their executors, administrators and assigns, all and every the said sum and sums of money, respectively due, owing and payable unto them or any of them, as aforesaid, at such daies or times as the said sum or sums of money shall grow due or payable from time to time, or within the time and space of three moneths next after request made unto him the said T. S. his heirs, executors, administrators or assigns, for payment of the said sums of money, or any of them; as

also all such other sum and sums of money as the said H.L. shall hereafter borrow, for, or lend unto or for the said T.S. at such daies or times as the said sum or sums of money, or any of them so hereafter to be borrowed and lent, shall be due and payable; or within the time & space of three moneths next after request made to him the said T.S. his heirs, executors, administrators or assigns, for payment in of such sum and sums of money, so as aforesaid borrowed: Together also with such sum and sums of money, as shall grow due for the intrest and forbearance of the said sum or sums of money so to be borrowed: That then &c. But if default be made in payment of the said sum or sums of money, or any of them, contrary to the form aforesaid; Then the same Statute to remain in full force and vertue. In witness &c.

A Bill of Sale, with a proviso, that if the money with allowance be paid by a day, then to be void.

BE it known unto all men by these presents, that I, A.B. of &c. for and in consideration of the sum of 10l. to me in hand paid at the sealing and delivery of these presents by C.D. of &c. Have bargained and sold, and in plain and open market, according to the custome of the City of London, Have delivered unto the said C.D. these several parcels hereafter mentioned (*viz.*) &c. To have and to hold the said several parcels, and every of them bargained and sold as aforesaid, unto the said C.D. his Executors, Administrators and Assigns to the only proper use and behoof of the said C.D. his Executors, Administrators and Assigns for ever: Provided alwaies, that if I the said A.B. my Executors, Administrators or Assigns, do well and truly content and pay or cause to

to be paid unto the said C.D. his Executors, Administrators or assigns, the full sum of 10l. 10s: of &c. on the &c. next ensuing the date hereof, at or in the &c. that then &c. And I the said A.B. for my self, my Executors, Administrators and Assigns do covenant and grant to and with the said C.D. his Executors, Administrators and Assigns by these presents, That if default be made of or in payment of the said sum, or any part thereof, contrary to the form aforesaid, that then I the said A.B. my Executors and Administrators, and every of us, shall and will warrant and for ever defend the said several parcels, and every of them, unto the said C.D. his Executors and Assigns, against all men by these presents. In witness &c.

A Bargain and Sale of Household stuff.

BE it known unto all men by these presents, that B.T.N. of &c. for and in consideration of the sum of 25. l. of &c. to me in hand paid at the ensealing and delivery of these presents by A.R. of &c. whereof I acknowledge my self fully satisfied and paid; and thereof, and of every part and parcell thereof, do clearly acquit, exonerate and discharge the said A. his executors, administrators and assigns, by these presents, have granted, bargained and sold, and by these presents do fully, clearly and absolutely grant bargain, sell and deliver unto the said A. R. all such goods and household stuff, & implements of household, & all other things mentioned & contained in a Schedule hereunto annexed, now remaining and being in one Messuage, House or Tenement, and the Garden and Yard thereunto belonging called *Dales*, situate, lying and being in *Hammer Smith*, in the County of *Middlesex*, and now in the tenure or occupation

pation of the said T. N. or of his assigns, To have and to hold all and singular the said goods, household-stuff, and implements of household, and every of them, before by these presents bargained and sold, or mentioned to be bargained and sold unto the said A. R. his Executors, administrators and assigns for ever: to do and dispose of them, and every of them, at his, and their will and pleasure. And the said T. N. for himself, his executors and administrators, doth covenant, promise and grant to and with the said A. R. his executors, administrators and assigns, by these presents, that he the said T. N. his executors, administrators and assigns, and every of them, all and singular the said Goods, Utensils, implements of household and household-stuff before bargained and sold, and every of them, unto the said A. R. his executors, administrators and assigns, against all and every other person and persons whatsoever, shall warrant and for ever defend by these presents. In witness &c.

A bargain and sale of Leases and goods, on condition to pay debts and legacies.

BE it known unto all men by these presents, that I, A. T. of &c. have given, granted, bargained, sold, and by this my present Deed do give, grant, bargain and sell unto R. T. my Son, all my leases, or lands held by lease for years, and all my goods and chattles both real and personal, both moveable and unmoveable, quick and dead, of what kind soever they be of, and in whose hands, custody or possession soever they be; To have and to hold to the said R. and his assigns for ever, to his and their own proper use and behoof for evermore, upon condition following (that is to say) that the said R. shall well

well and truly content and pay, or cause to be contentred and paid all my debts whatsoever, & also shall pay and perform, or cause to be performed and paid all my gifts and legacies, which I the said A.T. shall ordain and appoint by my last Will and Testament. In witness &c.

The form of Award.

TO all Christian people to whom this present writing of Award indented shall come, G.M. of &c. sendeth greeting in our Lord God everlasting: *Whereas* divers questions, controversies and sutes, have been had, moved and depending between I. P. of &c. of the one party, and R. H. of &c. of the other party; as well for and concerning the interest and profits of the Rectory and Parsonage of &c. as also for other causes & actions; for the appealing wherof, either of the said parties have elected and chosen me the said G.M. to be Arbitrator indifferently between them, and to that end have bound themselves either to other by obligation, in the sum of 100.l. to stand and to abide the award, arbitrament and judgement of me the said G.M. touching the premisses. Now know ye, that I the said G. M. taking upon me the charge of the said award, & minding that a final end and agreement shall be had and continued from henceforth between the said parties touching the premisses, do make and declare this my Award in manner and form following: that is to say, First, I award &c.

A Protection in a time of Parliament.

FOrasmuch as I have special occasions to imploy the Bearer hereof, A.B. my servant, in and about my

my service and occasions, during this present Session of Parliament: These are therefore to will & require you to forbear to arrest, attach or imprison him the said A. B. but to permit and suffer him peaceably and quietly to go about his business, at his will and pleasure, during all this present time of Parliament, without any your sute, arrest or disturbance, as you will answer the contrary at your peril. *Given under my hand and seal the 4th c.*

A Surrender of Copy hold Land, by way of Mortgage.

Memorandum, That the day and year above written, E. L. of &c. did out of Court by the hands of R. G. and I. F. two of customary Tenants of the said Mannor, surrender by the rod into the hands of the Lord of the said Mannor, two parcels of Land, with th'appurtenances, containing by estimation seven acres or thereabouts, one parcel whereof lyeth in *HammerSmith*, within the aforesaid parishes of &c. between the Lands of G. L. and R. M. Esquire on the East; and the Lands of G. M. Gentleman, on the West; the Common-Sewer on the North, and the Lands of W. H. on the South, and the other parcel of Land, containing by estimation four acres, being in &c. between the Land of the Bishop of &c. on the West; the Glebe-lands belonging to the Parsonage of &c. on the East, the Lands of &c. on the North; and the Lands of the said E. P. on the South, To the only use and behoof of I. P. his Heirs and Assigns for ever. *To have and to hold* the said parcels of Land, and every of them, with their and every of their appurtenances, unto the said I. P. his heirs and assigns for ever, according to the custome of the said Mannor. Provided alwaies nevertheles, and upon this condition, that if the said E. L. his heirs or assigns, do

do well and truly content and pay, or cause to be paid unto the said I P. his executors, administrators or assigns, the full sum of one hundred thirty and four pounds of lawful money of *England*, on the &c. next ensuing the date within written, at or in &c. That then this present surrender to be void and of none effect, or else to stand and abide in full force and vertue.

An assignment of a Judgement.

TO all &c. A. C. of &c. sendeth greeting; Whereas T. W. of &c. and H. E. of &c. by their Obligation bearing date &c. in the 10 year of the reign of our Sovereign Lord Charles &c. are and stand jointly and severally bound unto the said A. C. in the sum of &c. with condition of payment of &c. on the &c. then next following at &c. as by the same obligation may appear, which sum of &c. was not paid at the day and place before expressed for the payment thereof, whereby the said obligation became forfeited: Sithence which time, the said A. C. hath commenced her action of Debt upon the said recited obligation, in his Majesties Court of *Kings Bench* at *Westminster* and hath thereupon recovered and obtained a Judgement of 200. l. and 25. s. costs of suit, against the said T. W. in *Hillary Term* last past, before the date of these presents: Now know all men by these presents, that she the said A. C. for divers good causes and considerations her thereunto moving, hath constituted and appointed her well beloved friend T. K. of &c. her true and lawfull Attorney for her, and in her name to demand, ask, levy, recover, receive and take of the said T. W. his heirs, executors, administrators and assigns, the said sum of 200. l. and 25. s. costs of suit, and for
default

default of payment thereof, or of any part thereof, to sue forth one or more Writ or Writs of Execution, or other lawful process whatsoever, & further do, and use all other lawful wayes and means for the recovery thereof, as by her said Attorney or his Counsel learned in the Law shall be reasonably devised, advised or required, and the said sum and sums of money so to be had & received upon the said Judgement, or upon any Execution thereon to be prosecuted and taken out, to detain and keep to the only use and behoof of the said T. K. his Executors, Administrators and Assigns, without any accompt thereof or therefore to be rendred to her the said A. C. And the said A. C. doth hereby covenant, promise, grant and agree, to and with the said T. K. her said Attorney, that at the sealing and delivery of these presents, the said judgement is and remaineth unpaid and unsatisfied, and that she the said A. C. nor her Executors, Administrators or Assigns, nor any of them, shall or will at any time hereafter release, discharge, or otherwise do or suffer to be done, any act or thing whatsoever, to discharge or impeach the validity of the said judgement, without the consent and agreement of the said T. K. in writing under his hand and seal first had and obtained; Nor shall revoke or countermand the authority and power to him by these presents given and granted, she the said A. C. hereby ratifying and approving all and every lawfull act and acts, and other proceedings whatsoever, which her said Attorney shall prosecute, commence or sue forth, for, upon or by reason of the said judgement, so alwaies that he the said T. K. do and shall at all times hereafter, & from time to time, pay and bear all such sum and sums of money, costs and charges of sute, as the said A. C. or her executors, administrators or assigns, shall be compelled to disburse

burse for or concerning the premises; and do and shall also save, defend and keep harmless and indemnified her the said A. C. her executors and administrators, and her and their Lands, Tenements, Goods, Chattels and Hereditaments whatsoever, of and from all and all manner of costs, charges, lutes, troubles & detriments whatsoever, that shall or may happen or come against her the said A. C. her executors and administrators, for or by reason of the said judgement, or any execution thereof had, or taken. In witness &c.

A Letter of Atturney of a Bond.

To all Christian people &c, I, W. M. of &c. send greeting. Whereas R. B. of &c. and I. B. of &c. by their obligation bearing date the &c. now last past, are and stand bound unto me the said W. M. in the sum of &c. with condition for the payment of &c. on the &c. now next following, as by the same Obligation may appear; Now know ye, that I the said W. M. have hereby made, ordained, constituted and appointed my beloved friend H: B: of &c: to be my lawful Atturney and Assignee, for me, and in my name to demand and receive the said sum of &c: at the day of &c. if the same shall be then paid. And if the same shall not be then paid, then to sue for and recover the said sum of &c. being the penalty of the said Bond; and I the said W. M. shall and will allow and maintain all and every action, plea and process which he the said W: B: shall in my name bring or sue for the obtaining, and recovery thereof. In witness &c.

THis Indenture made &c. Between I. I. of &c. on the one part ; and T. W. of &c. on the other part, Whereas T. M. of &c. by his recognizance in the nature of a statute staple, bearing date &c. in the 23 year of &c. taken and acknowledged before Sir I. K. Knight and Baronet, Lord Chief Justice of his Majesties Court of Kings Bench, is &c standeth bound unto the said I. I. in the sum of 800 l. of &c. with Defeazance thereupon made. That if the said T. M. his heirs, executors, administrators or assigns, do pay or cause to be paid to the said I. I. his &c. the sum of 400 l. of &c. on the &c. then next ensuing the date of the afore-recited recognizance, or &c. that then the said fore-recited recognizance should be void or else to remain in full force and v. &c. in and by the said recited recognizance, with defeazance thereupon made, whereunto relation being had, more at large appears, which said sum of 400l. or any part thereof, was not paid at the day and place for payment thereof ; by reason thereof, the said recited recognizance or statute staple of 800 l. became forfeited. Now this Indenture witnesseth, That the said I. I. for divers good causes and considerations him thereunto especially moving, hath granted assigned and set over unto the said T. W. his Executors, Administrators, &c. as well the said recited Recognizance or Statute Staple of 800. l. therein mentioned ; as also all the estate, right, title, interest, claim and demand whatsoever, of him the said I. I. in and to the premisses , and the said I. I. doth by these presents give and grant unto the said T. W. his Executors, Administrators and assigns, full power and authority for and in the name of him, the said I. I. his heirs, executors and administrators:

But

but to and for the onely use and behoof of the said T. W. his Executors, Administrators and Assigns, to demand, ask and receive of the said T. M. his Heires, executors, and administrators, the said sum of, &c. mentioned, and due in and by the said recited Recognizance or Statute staple: And if upon demand the said sum of 800 l. be not paid, that then the Statute staple to prosecute, and sue forth severall Writs of extent and *liberate* upon the said Statute, out of his Majesties Court of Chancery, according to course, as in such case is used, and to use all and every other lawfull wayes and means for the recoverie thereof, as he the said T. W. his, &c. shall think fit and convenient: And the same so recovered and received, to detain and keep to and for the onely use and behoof of the said T. W. his Executors, administrators and assigns. And upon receipt thereof, or any other satisfaction or composition therefore to be had, made or given unto the said T. W. his Executors, administrators or assigns, by the said T. M. his Heirs, Executors, or assigns, to acquit, release and discharge the said T. M. his heirs, executors and administrators, and every of them, of, for, from, and concerning the said recited Recognizance and Statute staple, and of and from the sum of money therein expressed. And the said I. I. shall and will ratifie, allow and maintain all and whatsoever lawfull act and acts, thing and things the said T. W. his Executors, administrators or assigns, shall do or cause to be done in or about the premises, by these presents granted. And the said I. I. doth for himself, his Executors and administrators covenant, promise and grant to and with the said T. W. his Executors, administrators and assigns by these presents in manner and form following, that is to say, that neither he the said I. I. his Executors, administrators or assigns, nor any of

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them

them have, or at any time heretofore hath released, acquitted or discharged the said recited Recognizance or Statute staple, and sum of 800 l. therein mentioned, or either of them, nor shall nor will, at any time or times hereafter, release, acquit or discharge the said recited recognizance or Statute staple, or sum of money therein contained, or any suit, writ, plea, proccesse or action, which he the said T.W. his Executors, Administrators or Assigns, shall sue, prosecute, or commence, upon or by reason of the said recited Recognizance or Statute staple, in the name or names of the said I. I. his Executors, or Administrators, without the speciall consent or agreement of the said T.W. his executors, administrators or assigns, first had and obtained in writing, under his or their hands and seals. And also that he the said I. I. his Executors and Administrators shall and will at any time or times hereafter, at the reasonable request, costs and charges of the said T. W. his Executors, Administrators or Assigns, make or cause to be made unto the said T. W. his Executors, Administrators or Assigns, all and every such further and other lawful act and acts, thing and things, devise and devises, assurance and assurances in the Law whatsoever, for the further, better and more perfect assuring and assigning of the said recited Recognizance or Statute staple & sum of money therein contained, or any extent or benefit thereupon, or any power or authority thereby given or granted unto the said T. W. his Executors, Administrators or Assigns; As by the said T. W. his Executors, Administrators or Assigns, or his or their Council learned in the Law, shall be reasonably devised, adylsed or required. In witnesse, &c.

An assignement of an annuity.

TO all Christian people, &c. T. D. of, &c. sencerly greeting, &c. Whereas T. D. of, &c. late Uncle of the said T. D. party to these presents, in and by one Indenture bearing date the, &c. and in the, &c. made between the said T. D. Uncle to the, &c. of the one part; and B. E. and G. C. of, &c. of the other part, purporting certain uses as in the same Indenture is limited and expressed: Did give and grant unto the said T. D. party to these presents, one annuity or yearly payment of 10 l. of, &c. *per annum*, for and during the natural life of the said T. D. party to these presents, to begin to be paid yearly to the said T. D. party to these presents, from and after the decease of A. D. late Wife of the said T. D. the Uncle, as by the said Indenture, among divers other things therein contained more at large appears. Now know ye, that the said T. D. party to these presents for and in consideration of the sum of, &c. to him in hand at and before the en sealing and delivery of these presents by W. P. of, &c. well and truly paid, whereof and where-with the said T. D. party to these presents, acknowledgeth himself fully satisfied, contented and paid by these presents, and for divers other, &c. Hath given granted, bargained, sold, assigned and set over, and by these presents doth fully, clearly and absolutely give, grant, bargain, sell, assign and set over unto the said W. P. his Executors, administrators and assigns; as well the said annuity or yearly payment of, &c. as also all the estate, right, title, interest, property, claim and demand, which he the said T. D. party to these presents, hath or may, can, might, should or ought to have of, in or to the same, by force and vertue of the said Indenture of uses, or any thing therein contained.

or otherwise. And the said T. D. party to these presents, for him, his Executors and administrators, doth covenant, promise and grant to and with the said W. P. his Executors, administrators and assigns by these presents, in manner and form following; That is to say, That he the said T. D. party to these presents now hath lawfull authority to give, grant, bargain and sell the said Annuity, in manner and form aforesaid; And that heretofore neither he, nor any other by his appointment, or with his consent, hath made any former bargain, sale, gift, grant, assignment, surrender, extinguishment, charge or incumbrance of the said annuity or yearly payment of, &c. or of any part thereof; Nor that he the said T. D. party to these presents, nor any other by or from him, or with his consent, have or hath done, nor hereafter at any time shall do, commit, or suffer to be done, any act, deed or thing whatsoever, whereby the said W. P. his executors, administrators or assigns, shall or may be hindered or letted of or in the having, receiving and enjoying of the said annuity or yearly rent, or any part thereof; And that the said W. P. his executors, administrators or assigns, shall and may from time to time, and at all times from and after the decease of the said A. D. for and during the naturall life of the said T. D. party to these presents, lawfully, peaceably and quietly have, hold, use and possesse, occupie and enjoy the said annuity or yearly rent of, &c. and every part and parcel thereof; To the onely proper use and behoof of the said W. P. his Executors, Administrators and Assigns for ever, without the let, trouble, molestation, interruption or disturbance of him the said T. D. party to these presents, or any other person or persons, by his means, title or procurement. And further, that the said T. D. party to these presents, shall and will from time to time, and at all times hereafter

at the reasonable request, costs and charge in the Law of the said W. P. his Executors, administrators and assigns, do or cause, procure or suffer to be done, all such further act and acts, thing and things, for the further assuring of the premises to the said W. P. his Executors, Administrators and Assigns; for and during the natural life of the said T. D. party to these presents, after the death of the said A. D. as by the said W. P. his Executors or Assigns, or by his or their Counsel learned in the Law, shall be reasonably devised, advised or required : In witness, &c.

An Assignment of a Lease.

THIS Indenture made, &c. Between H. S. of, &c. of the one part, and R. L. of, &c. of the other part. Whereas I. H. of, &c. by his Indenture of Lease bearing date the, &c. for the consideration therein expressed, did demise, grant, set and to farm let unto the said H. S. all that Messuage or Tenement, called or known by the name of, &c. situate, lying and being in Fleetstreet London, and then in the tenure or occupation of the said I. H. together with all Water-courses, Lights, Wayes, Easements, Commodities and appurtenances whatsoever, to the said Messuage or Tenement, and all and singular other the premises thereby granted, or any of them then made or belonging. To have and to hold the said Messuage or Tenement, and all and singular other the before mentioned premises, with their and every of their appurtenances, unto the said H. S. his Executors, administrators and assigns, from the Feast-day of, &c. last past before the date of the same Indenture, unto the full end and term of 21 years from thenceforth next ensuing; and fully to be compleat and ended : Yielding and paying therefore yearly, during the said term of 21 years,

the yearly rent of, &c. at the four usuall Feasts or terms in the year: that is to say, at the, &c. or within 10 dayes next ensuing any of the said Feasts, by even and equall portions, as in and by the said Indenture of Lease, among divers Covenants, Grants, Articles clauses and agreements therein contained, whereunto relation being had, more fully and at large appeares. Now this Indenture witnesseth, that the said H. S. for and in consideration of the sum of, &c. to him in hand at and before the enscaling and delivery of these presents by the said R. L. well and truly paid, whereof and wherewith he acknowledgeth himself fully satisfied and paid; and thereof, and of every part and parcel thereof, doth clearly acquit and discharge the said R. L. his Executors, administrators and assigns forever by these presents, Hath granted bargained, sold, assigned and set over, and by these presents doth grant, &c. unto the said R. L. all the estate, right, title, interest, term of years yet to come and unexpired, property, claim and demand whatsoever, which he the said H. S. now hath, or may might or ought to have or claim of, in or to the before mentioned premises and every or any part or parcel thereof, with the appurtenances, by force and vertue of the said Indenture of Lease, or any thing therein contained, or otherwise howsoever. Together with the said Indenture of Lease, *To have and to hold* as well the said premises before mentioned to be demised, in and by the said Indenture of Lease; As also all the estate, right, title, interest, use, possession, claim and demand whatsoever of him the said H. S. of, in and to the premises, unto him the said R. L. his Executors, administrators and assigns, from the day of the making hereof, for and during all the residue and number of years yet to come, and unexpired of the said term of, &c. in and by the said Indenture of Lease granted in such

like,

like, and in as large and ample manner and form, to all intents and purposes, as the said H. S. now hath, enjoyeth, or may, might, or ought to have and enjoy the premises, by force, vertue, and means of the said Indenture of Lease, or any thing therein contained, or otherwise howsoever; Together with the said Indenture of Lease as aforesaid. And the said H. S. for himself, his Executors, and administrators doth covenant, promise and grant to and with the said R. L. his executors, administrators and assigns by these presents, That the said R. L. his Executors, administrators and assigns, shall and may lawfully, peaceably and quietly have, hold, possesse and enjoy the before mentioned premises, and every part thereof, with the appurtenances, for and during the residue and number of years yet to come and unexpired, of the said term of, &c. in and by the said Indenture of Lease granted, without any lawfull let, suit, trouble, deniall or interruption of him the said H. S. his Executors, administrators or assigns, and that freely and clearly acquitted and discharged, or otherwise well and sufficiently saved and kept harmlesse of and from all other gifts, grants, bargains, sales, leases, rents, arrearsages of rents, forfeitures, re-entries, cause and causes of re-entries, troubles and incumbrances whatsoever, had, made, committed or done by the said H. S. his Executors, administrators, &c. the rents and covenants in and by the said recited Indenture of Lease reserved, which on the tenants or leasees part and behalf of the same premises from henceforth are or ought to be paid, performed and done (onely excepted and fore-priz'd) Of which said rents and covenants the said R. L. for himself, his executors and administrators, doth covenant, promise and grant to and with the said H. S. his Executors, administrators and assigns, by these presents, clearly to acquit and discharge, or otherwise

from time to time, and at all times hereafter from henceforth well and sufficiently save and keep harmless and indemnified the said H. S. his Executors, administrators and assigns, and every of them by these presents. In witness, &c.

A Preamble of a Will.

IN the Name of God, Amen. The 16 day of October, 1647. in the 23 year of, &c. I G. H. of, &c. being sick and weak in body, but of sound and perfect memory (praise be given to God for the same) and knowing the uncertainty of this life on earth, and being desirous to settle things in order, do make this my last Will and Testament in manner and form following: That is to say, First and principally I commend my soul to almighty God my Creator, assuredly believing that I shall receive full pardon and free remission of all my sins, and be saved by the precious death and merits of my blessed Saviour & Redeemer Christ Jesus, and my body to the earth, from whence it was taken, to be buried in such decent & Christian manner, as to my Executors hereafter named shall be thought meet and convenient. And as touching such worldly estate as the Lord in mercy hath lent me, my will and meaning is, the same shall be employed and bestowed, as hereafter by this my Will is expressed, And first, I do revoke, renounce, frustrate and make void all Wills by me formerly made, and declare and appoint this my last will and Testament. *Item*, I give and bequeath, &c.

A Condition to pay money at the day of Marriage or day of death.

THe Condition of this Obligation is such, That if the within bounden A. B. his Executors, administrators and assigns, do well and truly pay or cause to be paid unto the within named C. D. his executors, administrators or assigns, at or in the, &c. the sum of &c. within six moneths next after the solemnization of the marriage of the abovesaid A. B. or the day of death and decease of B. C. of, &c. Gentleman, which shall first happen after the date within written without fraud or coven: That then, &c.

A Condition to deliver Hay and Oats by a day, &c.

THe Condition, &c. that if the within bounden I. A. his executors, administrators or assigns, do and shall well and truly deliver or cause to be delivered unto the within named T. I. his Executors, administrators or assigns, at &c. five cart-loads of good, sweet, well made, and well dried Hay, every load containing, &c. and 20 quarters of sound, wholesome and sweet Oats, good and Merchantable ware, every quarter to contain, &c. between the Feast-day of Saint John the Baptist, and Saint James the Apostle, next ensuing the day within written, frank and free, without any thing therefore to be paid without fraud or coven: That then, &c.

A Condition to perform Covenants.

THe Condition of, &c. that if the within bound L. R. his Executors, administrators and Assigns,

signs, and every of them, do and shall at all times hereafter, and from time to time, well and truly observe, perform, fulfill, pay, do and keep, all and every the Covenants, Grants, Articles, Clauses, provisoes, payments, and agreements which on his or their parts and behalfs are and ought to be observed, performed, fulfilled, paid, done and kept, specified and comprized in a certain pair of Indentures of Lease bearing date within written, made between the within named L. R. on the one part, and N. G. on the other part, and that in and by all things according to the true intent and meaning of the same Indentures; That then, &c.

A Condition for the truth of an Apprentice.

THe Condition, &c. that whereas I. R. Son of the within bound E. R. by his Indenture of Apprentiship bearing date, &c. last past before the date within written, hath put himself apprentice unto the within named H. S. with him to dwell after the manner of an apprentice from the, &c. next ensuing the date within written, for and during the term of, &c. years from thence next ensuing, and fully to be compleat and ended, as by the same Indenture may appear. If therefore the said I. shall well and truly serve and dwell with the said H. during all the said term of, &c. years : And if at any time or times hereafter during the said term of, &c. the said I. shall by negligence or otherwise, consume, imbeazle, waste, lose, mispend or unlawfully make away, any of the moneys, plate, goods, chattels, wares, or Merchandizes of the said H. S. his Master, or any other person or persons whatsoever, which shall be committed to his charge and custodie, then and so often, if the said E. R. his Executors, Administrators and Assigns, or any of them,

them, shall within three moneths next after the proof thereof made, either by confession of the said I. R. or otherwise howsoever, and notice thereof given either by writing or otherwise, unto the said E. R. his Executors, administrators or assigns, make sufficient recompence, satisfaction & payment unto the said H. S. his Executors, administrators and assigns, of and for all such moneys, plate, goods, chattels, wares and merchandizes, as shall be so duely proved, as aforesaid, to be by the said I. consumed, imbeazled, wasted, lost, mispent or unlawfully made away; That then, &c.

A Condition to abide the award of Arbitrators, if they make an Arbitrament; and if not, then to abide the Umpirage of an Umpire.

THE Condition, &c. that if the within bounden A. S. his heirs, executors, and administrators, and every of them, for his and their parts and behalfe in all things, do well and truly stand to, and abide, observe, perform, obey, fulfill and keep all and every the award, arbitrament, doom, determination, final end and judgement of Sir T. S. of, &c. and H. S. of, &c. Arbitrators indifferently nominated, elected, and chosen, as well on the part and behalf of the within bound A. S. as on the part and behalf of the within named F. L. to award, arbitrate, determine and judge of, for upon, or concerning all and all manner of judgements, executions, actions, suits, cause, and causes of action and suit, accompts, reckonings, sum and sums of money, trespasses, strifes, variances, quarrels, controversies, judgements, executions and demands whatsoever had, made, moving or depending, or having, being and beginning between the said parties at any time or times, before the day of the date of these presents. So alwaies that the said award, arbitrament, doom, deter.

determination and judgement of the said Arbitrators, of, for, or upon the premisses, be made or put in writing indented under their hands and seals, and ready to be delivered to the said parties, or to such of them as shall come and require the same of the said Arbitrators on this side, or before the, &c. and if the said Arbitrators shall make and put in writing indented no such award or arbitrament, as aforesaid, for and upon the premisses, at or before the said day o, &c. If then the said A. S. his Heirs, Executors and administrators, and every of them, for his and their part and behalf in all things, do well and truly stand to, abide, obey, observe, perform, fulfill, pay and keep all and every the award, umpirage, arbitrament, determination, finall end and judgement of Sir R. R. of, &c. Umpire indifferently elected and chosen on the part and behalf of either of the said parties, to award, arbitrate, determine, and finally to judge of, for, upon or concerning all and singular the aforesaid premisses; so alwaies that the said award, umpirage, arbitrament, determination, finall end and judgement of the said Umpire of, for, or concerning the same premisses, be had or put in writing indented under his hand and seal, at or on the, &c. and ready to be delivered to the said parties, or to such of them as shall come and require the same of the said Umpire: That then, &c.

A Condition that one shall not demise or alien, without condition.

THE Condition, &c. that if neither the above bound R. R. nor his assigns, nor any of them, do or shall at any time hereafter demise, grant, bargain, sell or otherwise do away his or their estate, right, title, interest, claim and demand either in fee-simple,

fee-

see-tail or otherwise, to any person or persons whatsoever, of, in or to that the Mannor of, &c. in the County of, &c. with the rights, members and appurtenances thereof in the said, &c. whatsoever; or of in or to any part or parcel thereof, which he the said R. R. or his Heirs, have, hath or had, may, might, should or ought to have or claim of, in or to the said Mannor, with the appurtenances, without the consent and agreement of the above-named T. I. his heirs or assigns, or some of them, to that effect first had, and obtained in writing under his, their or some of their hands and seals: That then this, &c.

A Condition to justifie all such actions as shall be commenced by reason of a Letter of Attourney.

THE Condition, &c. That whereas the within bound I. E. by his Deed or Letter of Attourney bearing date, &c. hath made and constituted the within named W. D. his true, lawful and sufficient Attourney, to ask, levie, recover and receive for him, and in his name to the only proper use and behoof of the said W. D. his executors and administrators, 200 l. of, &c. wherein R. C. of, &c. by his obligation bearing date, &c. is and standeth bound unto the said I. E. as by the same Letter of Attourney more at large it doth and may appear. If therefore the said I. E. his Executors and administrators, and every of them, do at all times hereafter, and from time to time, avow, justifie and maintain all and every such lawful action and actions, plaints, processe, suits, judgements and executions, as the said W. D. his Executors, administrators and assigns, or such as the said W. D. his Executors, administrators or assigns, shall thereunto assign, name and appoint, shall attempt, commence and pursue in the
name

name of the said I. E. his executors or administrators, against the said R. C. his executors or administrators or any of them, upon or by reason of the said recited Obligation. And also that if neither the said I. E. his Executors or administrators, or any of them shall hereafter willingly do or procure to be done any manner of act or acts, thing or things, whereby the said debt of 200 l. or any part or parcel thereof, is or shall be released, or in any wise discharged, or whereby, or by reason whereof any action or actions, writ, plea, proceffe, or execution to be had, attempted, brought, or executed, for, touching, or concerning the suing for, or recovery of the said sum of 200 l. shall be any way impeached, abated, withdrawn, delayed or hindred, except it be by and with the consent of the said W. D. his Executors or administrators, under his or their hands and seals, first had and obtained in writings That then &c.

A Condition for payment of money yearly, with a clause to finde new Sureties, upon death of any of the former.

THe condition, &c. that if the within bound R. D. W. D. & R. B. or any of them, their or any of their Executors, administrators or assigns, do well and truly pay or cause to be paid unto the within named I. A. his Executors or assigns, yearly from henceforth, for and during the term of 21 years, the yearly sum of, &c. at or in, &c. at the four usuall Feasts or Terms in the year : That is to say, at the Feast of, &c. or within 20 dayes next after every of the said Feasts by even and equall portions to be paid. And if it shall happen the said R. D. W. D. or R. B. or either of them, to die or depart his or their natural life or lives before the said term of 21 years shall be fully ended,

ended, next after the date within written: If then the said R. D. his Executors or Administrators, do within three moneths next after request in that behalf to him or them to be made by the said I. A. his Executors, Administrators or Assigns, procure and cause such other sufficient & able person or persons to become bound and enter into Bond unto the said I. A. his Executors, administrators or assigns, by Obligation in due form to be made for the same payment of the said yearly sum of, &c. for and during so many years as shall be then to come and unexpired of the said term of 21. years, and with the like clause for putting in other new surerries, as herein is expressed, as shall be of sufficient ability to answer & pay the sum of money, wherein he or they shall so stand bound if the same should be forfeited: That then, &c.

A condition to save harmlesse from Legacies.

THE Condition, &c. that if the within bound W. W. his Heirs, Executors and administrators and every of them, do and shall from time to time, and at all times hereafter, clearly acquit, exonerate and discharge, or otherwise well and sufficiently save and keep harmlesse the within named B. F. his heires, executors and administrators, and every of them, and his and their goods, chattels, lands, tenements, possessions and hereditaments, and every of them, as well against the Children of R. E. late of, &c. deceased, their executors, administrators and assigns, and every of them; as also against all and every other person or persons whatsoever, of, for, from and concerning all and all manner of gifts, legacies, childrens portions, sum and sums of money and requests whatsoever, given and bequeathed unto them, and every or any of them, in and by the last Will and Testament

ment of the said R. E. or otherwise ; and of and from all actions, suits, costs, judgements, extents, executions and demands whatsoever, which shall or may at any time hereafter happen to arise, come or grow to, for or against the said R. F. his executors, administrators and assigns, or any of them, upon or by reason of the same : That then, &c.

A Condition not to molest, sue or trouble for any matter or cause before past.

THe Condition, &c. that if neither the within bound A. B. his executors, administrators or assigns, or any other person or persons, for him or them, or in his or their name or names, do not at any time or times hereafter, molest, sue, vex or trouble the within named C. D. his Executors or administrators or any of them, by any manner of wayes or means whatsoever, for, upon or by reason of any matter or cause whatsoever had, made, moving or depending between the said parties, from the beginning of the world unto the day of the date within written : That then, &c.

A Condition to seal a counterpart of an Indenture by a day.

THe Condition, &c. that if one A. B. of, &c. shall on this side, and before the first of, &c. seal and subscribe to the counterpart of one Deed indented, bearing date, &c. made between the within named W. M. of the one part, and the said A. B. of the other part ; and the same so sealed and subscribed do deliver as his proper act and deed to the only use and behoof of the said W. M. and also the said counterpart of the said Deed indented, so

sealed

sealed, subscribed and delivered by the said A. B. In manner and form aforesaid, do on this side, and before the, &c. then next ensuing deliver or cause to be delivered unto the said W. M. his Heirs or assigns, whole, uncanceled and undiaced, at or, &c. That then, &c.

A Condition for acknowledgement of a Fine

THE Condition, &c. that if the above bounden G. S. and A. his Wife, do and shall at and before the, &c. next ensuing the date within written, at the costs and charges in the Law of the within named R. P. his heirs or assigns, before the Justices of the court of Common Pleas at *Westminster*, acknowledge and levy one fine, *sur conusans de droit comme ceo ont de ils done, &c.* unto the said R. P. his Heirs, &c. with Proclamation according to the Laws and Statutes of this Realm in that behalf provided of all those Messuages, Lands, Tenements and Hereditaments, with the appurtenances, lying and being in P. in the County of E. which by one Deed indented, bearing date with these presents, are mentioned to be bargained and sold by the said G. S. to the said R. P. his heirs, &c. and every part and parcel thereof, to the only use and behoof of the said R. P. and of his Heirs and assigns for ever, according to the true intent and meaning of the same Deed, as by the said R. P. his Heirs or assigns or by his or their Councell learned in the Law shall be reasonably devised and required: That then, &c.

A Condition to deliver an Obligation by a day

THE Condition, &c. that whereas the within named T. M. by his Obligation bearing date, &c. and standeth bound unto the within bounden

T

P.

P. F. in the sum of 100 l. with condition, &c. as by the same Obligation may appear. If therefore the said P. F. his Executors, administrators or assigns, do or shall on or before the, &c. next ensuing the date within written, deliver or cause to be delivered unto the said T. M. his Executors, administrators or assigns, the said recited Obligation cancelled or to be cancelled; That then, &c.

A Condition to pay money during life.

THE Condition, &c. that if, &c. W. W. his Executors, administrators or assigns, or any of them, do, or shall yearly, for and during the natural life of A. W. of, &c. well and truly pay or cause to be paid unto the within named W. M. his executors, administrators or assigns, for and towards the maintenance of the said A. the sum of, &c. at or in, &c. on four dayes in every year: That is to say, on the, &c. by even and equal portions, the first payment thereof to be made and begin on the, &c. next ensuing the date within written, he the said W. W. his Executors, administrators or assigns, upon every such payment, sealing and delivering to the said W. W. his executors, administrators or assigns, to his and their use, a sufficient acquittance and discharge in writing under his hand and seal of the money so paid, and so from time to time received; That then this, &c.

A Condition to assign over a Lease by a dty.

THE Condition, &c. that if, &c. I. W. in consideration of 300 l. to him in hand paid by the within named P. C. do and shall on this side, and before, &c. next ensuing the date within written, at the costs and charges in the Law of the said P. C. his Executors, admi-

administrators or assigns, by good conveyance and assurance in the Law, grant, convey and assure unto such person or persons as the said P. C. shall nominate and appoint; as well one Indenture of Lease made by and from A. B. to the said I. W. bearing date, &c. and all Lands, Tenements and Hereditaments therein and thereby demised and granted; as also all the estate, right, title, interest, rent, reversion, property, claim and demand whatsoever of him the said I. W. of, in or to the premises, clearly discharged of all Incumbrances whatsoever, done or to be done by the said I. W. or any by his means, consent or procurement, except one Lease, heretofore made by the said I. W. to one T. T. of the premises, whereupon the yearly rent of a 100 l. is reserved; which said yearly rent shall or may from henceforth be paid to the said P. C. or to such person or persons as he shall name or appoint during the continuance of the said Lease. And if the said I. W. do and shall permit and suffer the said P. C. and his assigns from time to time, and at all times hereafter, to have, receive and take the rents, issues and profits of the premises, without the let or denial of the said I. W. or his Executors. That then, &c.

A Condition for quiet enjoyng of a Messuage.

THE Condition, &c. that if the within named I. M. his Heirs and Assigns, and every of them, shall and may for ever from henceforth peaceably and quietly have, hold, use, occupie, possess and enjoy all that Messuage or Tenement, and Lands situate, lying and being in, &c. and every part and parcel thereof mentioned to be bargained and sold by the within bound R. W. to the said I. M. in and by a certain Indenture of bargain and sale, bearing date the day of the date within written, made between the within bound R. W. and

A. his Wife, on the one part; and the above name I. M. on the other part, clearly discharged or otherwise sufficiently saved and kept harmlesse, of and from all and all manner of estates, titles, troubles, charges, and incumbrances whatsoever, at any time heretofore had, made, committed, permitted, suffered or done by the said R. W. and A. his wife, or either of them, or by his or their means or procurement : That then, &c.

A Condition not to do any act to prejudice the estate of the Oblig. in a Lease, &c.

THe Condition; &c. that if the within bound R. R. hath not done, nor that he, his executors, nor administrators, at any time hereafter, shall wittingly or willingly do, or assent unto any manner of act or acts, devise or devises; whereby, or by reason whereof, the interest, estate, and term of years, which the within named H. B. hath of, in or to any the Messuages, Lands, Grounds, Tenements, or Hereditaments, called, &c. or any part or parcel thereof, is, or shall be alienated, bargained, sold, assigned, determind, avoided or incumbered, or whereby one Obligation or Deed obligatory, bearing date the, &c. last past before the date within written, is or shall be discharged, released and made void, or lose any manner of force or strength, except it be by and with the assent, consent and agreement of the within named H. B. his Executors or administrators, wherein one R. A. Citizen, &c. standeth bound to the said R. R. in the sum of, &c. with a certain condition thereupon endorsed, touching the Messuages, Lands and Tenements, called, &c. as by the same may appear : That then, &c.

A Condition to pay rent during a Lease parole, and at the end to depart, leaving the goods and household stuffe mentioned, &c.

THE Condition, &c. that whereas the above named T. L. hath by Lease parole set and to farm-let to the above bound T. D. all that capitall Messuage, &c. for the term of, &c. to be reckoned and accompted from the, &c. at and for the yearly rent of, &c. of lawfull, &c. payable in form following: That is to say, on the, &c. If therefore the said T. D. his Executors, administrators, Under-tenants or assigns, or any of them, do well, and truly pay or cause to be paid unto the said T. L. his executors, administrators or assigns, the said yearly rent or sum of, &c. in manner and form, as is before expressed. And also if the said T. D. his Executors, administrators, under-tenants and assigns, do at the end and expiration of the said term of, &c. to be reckoned as aforesaid, depart out of the said house, and leave the possession thereof, and other the premisses, and leave behinde him all such locks, keyes, bolts, hinges, doors, casements, glasse, glasse-windows, wainscot, dressers, shelves and other things as now do belong or appertain to the said Messuage, &c. or which at any time hereafter, during the said term, shall be set up, placed, made or provided in or about the same premisses, at the costs and charges of the said T. D. unto the said T. L. his executors, administrators or assigns, that then, &c. But if default be made in payment of the said rent of, &c. in manner and form above declared, or if the said T. D. his executors or assigns, shall not perform the other clauses and agreements herein contained, without fraud or coven: That then, &c.

*A Condition that he shall enjoy quietly the aforesaid
Messuage without interruption of any, during the
said Lease parole.*

THe Condition, &c. That whereas the above bound
T. L. hath the day of the date above written by
Lease parole; demised and to farm-letten unto the
above named T. D. all that capitall Messuage, &c. for
the term of, &c. to be accounted from the, &c. and for
the yearly rent of, &c. And whereas the said T. D.
by his Obligation bearing date the day of, &c. with
condition thereunder written for payment of the said
rent or sum of, &c. and performing other clauses and
things in such manner and form, as in the said con-
dition is mentioned, as in and by the obligation and
condition before mentioned may more at large ap-
pear. If therefore the said T. D. his Executors, ad-
ministrators, Under tenants and assigns, and every of
them, shall or may from time to time, and at all times
during the said term of, &c. lawfully, peaceably and
quietly have, hold, use, occupie, possels and enjoy all
that the said capital Messuage, &c. and appurtenances
thereunto belonging, in as full, large and ample man-
ner, as the said T. L. had, used or enjoyed the same
premisses, without any let, suit, trouble, interruption
or disturbance of the said T. L. his Executors, admi-
nistrators or assigns, or of any other person or per-
sons by his or their means, act, consent, title, interest,
privity or procurement: That then, &c.

A Condition where money is given, by a Will to a Wife and her Children, and the money being paid by the Executors to the Husband of the Wife, to be employed for their benefit, the Husband is bound to employ it well, or to repay it, &c.

THe Condition, &c. that whereas T. H. of, &c. Gentleman deceased, did by his last Will and Testament in writing, give and bequeath unto M. one of the daughters of E. H. and now the wife of the above bound I. S. the sum of, &c. and the sum of, &c. to the four Children of them the said I. and M. which said sum of, &c. together with the said sum of, &c. more, the above named H. H. and W. H. have at and before the sealing and delivery of this present obligation, paid and delivered unto the said I. S. to be by him employed in stock, for the benefit and advantage of the said M. and the said four Children. If therefore the said I. S. do and shall from time to time, and at all times hereafter, use his best skill and endeavour to manage and employ the said, &c. in a stock for the best benefit and advantage of the said M. and her said four children. And if the said I. S. do not, nor shall not employ the said, &c. in good manner as the same ought to be, according to the true intent and meaning hereof: Then if the said I. S. do within six months next after request to him made in that behalf by the said H. H. and W. H. or either of them, their or either of their Executors, administrators, or assigns, for the use and behoof of the said M. and her said four Children, pay unto the, &c. the full sum of, &c. or the full worth or value thereof, in good and valuable goods and chattels, without fraud or covenant. That then, &c.

A Condition to save harmlesse an Executor, he not meddling with the Executorship.

THE Condition, &c. that whereas W. H. late of, &c. by his last Will and Testament in writing, did nominate and appoint the within named I. L. and others, Executors of his said Will: since which time the said I. L. is become sole Executor of the said Will. And whereas the said I. L. hath not at any time or times intermeddled with, had, taken or received any of the debts, goods, household-stuffe, plate, chattels or hereditaments, of or belonging to the said W. H. but that the same have been equally divided and distributed to and amongst the, &c. part and part alike. And forasmuch as the, &c. did of their own accord satisfie and pay such debts, duties and legacies as the said W. H. did owe, give and bequeath, and had and received the acquittances for the same, without the content of the said I. L. If therefore the said, &c. and every or any of them, their Executors, administrators and assigns, and every or any of them, do and shall from time to time, and at all and every time and times hereafter, freely and clearly acquit, exonerate and discharge, or otherwise, upon request made, well and sufficiently save and keep harmlesse and indemnified the said I. M. his executors, administrators and assigns, and his and their goods, chattels and hereditaments, and every of them, of and from all sum and sums of money, bills, bonds, debts, duties, and demands whatsoever, which shall or may at any time or times hereafter, happen to be demanded or recovered of and from the said I. L. his Heirs, Executors, administrators or any of them, for or by reason of the Executorship of the said last Will and

Testa=

Testament; and of and from all actions, suits, troubles, costs, charges, and demands whatsoever, which shall or may happen, or arise or grow, for or by reason of the same premisses, without fraud or covenant: That then, &c.

A Condition to discharge an Executor from an Orphan's portion in London, being received without consent.

THe Condition, &c. That whereas A. H. Spinster, one of the Daughters of W. H. late of, &c. deceased, hath taken and received the full third part of the sum of, &c. which he the said W. H. left in his house at the time of his decease, his severall charges, debts and legacies, being paid and discharged out of the said sum of, &c. And her full fourth part of all the goods, plate, chattels, utensils, and implements of household, as were belonging unto the said W. H. at the time of his decease; and also her full fourth part of the sum of, &c. which was paid upon Bond due from, &c. For all which said sum of moneys, plate and goods, the within bound R. H. and R. A. have hereby undertaken to acquit, discharge, and save harmlesse the within named R. M. his Executors, administrators and assigns. If therefore the said R. H. and R. A. or either of them, their or either of their Executors, administrators or assigns, do and shall from time to time, and at all times hereafter, clearly acquit, exonerate and discharge, or otherwise upon request made, well and sufficiently save, keep harmlesse and indemnified, the within named R. M. his Executors, Administrators and Assigns, and his and their goods, chattels and hereditaments and every of them, as well against the Officers of the City of London, for the Court of Orphans, and every of them, and against all

all and every other person and persons whatsoever. As also of and from all actions, suits, costs, losses, charges, sum and sums of money, and demands whatsoever, which shall or may at any time or times hereafter happen to arise or grow, or to be demanded or recovered of and from the said R. M. his Executors, administrators or assigns, or any of them, for or by reason of the same severall sums of money and household-stuffe so by the said A. H. had, taken and received, as aforesaid, and every of them, without fraud or coven: That then, &c.

A Condition to justifie all such actions as shall be commenced, by reason of an Assignment of a Bill Obligatory.

THE Condition, &c. that whereas the within bound W. E. and M. A. have by their deed of assignment bearing date within written, assigned and set over unto the above named R. N. one Bill Obligatory, wherein A. B. of, &c. and C. D. of, &c. are and stand bound unto the said W. E. and M. A. in the sum of, &c. (recite according to the usuall form) as by the said Bill and Deed of assignment may appear. If therefore the said W. E. and M. A. or either of them, their or either of their Executors, Administrators or Assigns, do and shall at all times hereafter, and from time to time, justifie, avow and maintain all and every such lawful action or actions, suits, pleas and procelle, as the said R. N. his Executors or assigns, shall commence or prosecute against the said A. B. and C. D. or either of them, their or either of their Executors, Administrators or assigns, in the names of them the said W. E. and M. A. or either of them, for or by reason of the said Deed of assignment, and Bill Obligatory, or either of them, without revoking or releasing the same

same, or any the persons or sums of money in them mentioned : That then, &c.

A Condition for a hired Servants truth.

THE Condition, &c. that whereas the above named H. H. hath taken and received into his service the above bound T. K. If therefore the said T. K. do and shall at all times hereafter, and from time to time, during so long time as the said T. K. shall dwell with the said H. H. well and truly serve the said H. H. his Master without consuming, imbeazling, wasting, losing, mis-spending or unlawfully making away any of the money, plate, goods or chattels of the said H. H. his Master, or any other person or persons whatsoever, which shall be committed to his charge and custodie, by reason of his said service. And if the said T. K. shall by negligence or otherwise consume, imbeazle, waste, lose, mis-spend or unlawfully make away any moneys, plate, goods and chattels of the said H. H. his Master, or any other person or persons whatsoever, which shall be committed to his charge and custodie, by reason of his said service, as aforesaid : Then if the said T. K. the above bound P. W. and I. K. or any of them, their or any of their Executors, Administrators or Assigns, or any of them, do and shall within 3. monthes next after the due proof thereof either by the confession of the said T. K. or otherwise howsoever ; and notice or warning thereof given or left at or in, &c. in writing or otherwise unto or for the said P. W. and I. K. or either of them, make sufficient recompence, satisfaction and payment unto the said H. H. his Executors, Administrators or Assigns, for the said moneys, goods or chattels consumed or imbeazled, as aforesaid : Then this present Obligation to be void and of none effect, or else, &c.

A Condition to pay rent reserved upon a Lease.

THe Condition, &c. that if the within bound K. H. his Executors, administrators and assigns, or some of them, do well and truly pay or cause to be paid unto the within named D. F. and I. S. and the heirs and assigns of the said I. All that yearly rent reserved and payable unto the said D. F. and I. S. and unto the heirs and assigns of the said I. upon and by vertue of a certain pair of Indentures of Lease, bearing date the day of the date within written, made between them the said D. F. and I. S. on the one part; and the said R. H. on the other part, at such dayes and times, by such equall and quarterly portions, and in such manner and form, during all the said term thereby granted, as the same in and by the said Indenture is limited and appointed to be paid, without fraud or coven: That then, &c.

A Condition to discharge Executors from the payment of Legacies to Non-ages.

THe Condition, &c. that whereas M. H. widow by her last Will and Testament, bearing date, &c. did give and bequeath unto three sons of M. T. widow, the sum of, &c. apiece to each of them. And whereas also the within named T. P. at and before the day of the date within written, hath paid unto the within bound R. M. to and for the use of the said three sons of T. M. widow (*viz.*) I. H. and M. the said sum of 300 l. given unto them by the said M. H. deceased. If therefore the said R. M. his Executors, administrators or assigns, do well and sufficiently save and keep harmlesse and indemnified the said T. P. and R. F. Executors of the said last will and Testament, and either of them, their and either of their Execu-

tors, administrators and assigns; As also their and either of their goods, chattels, lands, tenements and hereditaments, as well against the said I. H. and M. and every of them, as against all other person or persons whatsoever, of, for or concerning the said legacy of, &c. a piece, to them the said I. H. and M. given and bequeathed, as aforesaid. And also do obtain and get sufficient and lawfull releases and acquitances, or other discharges from them the said I. H. and M. and of every of them respectively, as they shall attain their full ages of 21 years, or within three moneths next ensuing their said full ages of, &c. respectively to be made unto the said T. P. and R. F. their Executors, administrators or assigns, purporting discharges for their said Legacies given and bequeathed as aforesaid, without fraud or coven: That then, &c.

A Condition to save harmlesse from a Letter of Attorney.

THe Condition, &c. that if the above bound A. C. his Executors, administrators or assigns, or some of them, do and shall from time to time, and at all and every time and times for ever hereafter, acquit, discharge, save, defend and keep harmlesse and indemnified the above named R. N. his Executors, administrators and assigns, and his and their goods, chattels, lands, tenements and hereditaments, and every of them, of, for and from all and all manner of actions and suits, costs, charges, troubles, losses and detriments whatsoever, which shall or may at any time or times hereafter, arise, happen or be, unto, for or against the said R. N. his Executors, Administrators or Assigns, for, concerning or by reason of one Letter of Attorney, bearing date the day of the date above written, which the said A. C. hath sealed and delivered

delivered unto the said R.N. or any suit or suits commenced, or to be commenced by vertue thereof. And also if the said A.C. his Executors, administrators or assigns, do or shall, upon request to him or them to be made, well and truly pay or cause to be paid unto the said R.N. his executors, administrators or assigns, all such sum and sums of money as the said R.N. his executors, administrators or assigns, shall be compelled to disburse or lay out, for or by reason of any suit or suits, arrests, or other things whatsoever, concerning the premisses : That then, &c.

A Condition to pay money at the expiration of an Apprentisship.

THe condition, &c. that whereas one M.C. daughter of, &c. by her Indenture of apprenticeship bearing date with these presents, hath put her self an Apprentice unto the within bound L.S. and L. his Wife, and with them to dwell and serve, as their Apprentice from the Feast of, &c. unto the end and term of, &c. from thence next ensuing, and fully to be compleat and ended, as by the same Indenture of Apprentisship more at large appeareth. And whereas also the within named L.P. the day of the date hereof, hath lent, disbursed and delivered to the said E. S. the sum of 20 l. of, &c. to occupy as a stock during the said term. If therefore the said E. S. his Heirs, Executors, administrators or assigns, or any of them do well and truly pay or cause to be paid unto the said M.C. or her assigns, the full sum of, &c. at the full end and expiration of the said term of 7 years, or at the day of the marriage of the said M. which of them shall first and next happen to be or come after the date hereof, without fraud or coven: That then, &c.

A Condition of an Obligation, wherein one Executor stands bound to another to doe his diligence in the execution of a Will, and from time to time to give a just accompt.

THe Condition, &c. that whereas I. B. of, &c. Gentleman, hath named and appointed the within bounden T. A. to be one of his Executors, together with the within named G. B. If therefore the said T. A. do from time to time and at all times hereafter, use his utmost diligence and endeavour for the true execution of the said last Will and Testament; according to the trust in him reposed by the said I. B. and do also from time to time yearly, until the said last Will and Testament be fully and wholly fulfilled and performed, make by himself, or by some other lawfully authorized by him, a true accompt to the said G. B. at or in, &c. at any time between the first and last day of November, yearly. And if upon the making up of every such accompt, or accompts, the said T. A. his, &c. shall make delivery of the moiety and one half of all sums of money, goods and chattels that the said T. A. his, &c. shall have in his or their custodies, or shall have received by vertue of the said Executorship of the said last Will and Testament of the said I. B. That then, &c.

A Counter-Condition for performance of Covenants.

THe Condition, &c. that whereas the within named M. M. at the request and desire of the within bound D. P. together with the said D. P. is and standeth bound in and by one obligation bearing date the within written, unto E. S. of, &c. in the sum of, &c. for the true observance, performance, fulfilling, paying and

and keeping of all and every the covenants, grants, articles, clauses, payments and agreements which are contained and specified in one pair of Indentures of Lease, as by the said Obligation appeareth. If therefore the said D. P. his Executors, administrators or Assigns, and every of them, do and shall from time to time, and at all times hereafter, well and sufficiently save and keep harmlesse and indemnified the said M. M. his Executors, administrators and assigns, and every of them, of and from all actions, suits and demands whatsoever, which shall or may at any time or times hereafter happen to arise, come or grow to or against the said M. M. his Executors, administrators or assigns, or any of them, for, upon or by reason of the said recited Obligation, or any sum or sums of money therein contained, without fraud or coven: That then, &c.

A Condition that the Leassor shall pay money back upon the Leassees dislike of a Farm.

THE Condition, &c. that whereas there hath been communication between the within bound T. B. and the within named P. C. for and concerning one Farm, called A. in the County of S. now in the occupation of the said T. B. to be granted by the said T. to the said P. for term of 6. y. ars. If in case the said P. C. shall mislike to proceed in the same, & of such misliking do give notice to the said T. B. before the last day of, &c. next ensuing, at the Messuage of the said Farm. Then if the said T. B. his Executors, &c. do within three dayes next after such notice of misliking given, well and truly pay or cause to be paid to the said P. not only the sum of 6. l. of, &c. to him the said T. delivered at the enfeoffing hereof, but also do pay or satisfie unto the said P. all such sums of money and other things

things as the said P. hath, or before that time shall have paid or be at, for the sowing or manuring of the said Farm, or any part thereof: That then, &c.

A Condition for building and setting up a Farm of a House:

THE Condition, &c. that if the within named B.W. his Executors, Administrators or assigns do at his and their own costs and charges, on this side, and before the Feast of, &c. next coming after the date above written, not only well work and substantially erect, build and set up; or cause to be erected, built and set up one good and substantial new frame or building of good, new, sufficient and well seasoned timber of heart of Oak, to serve for the plat or foundation already set forth or made within the Messuage or Inne, called or known by the name or signe of the Ship, in the Parish of Saint Clements Danes, in the County of Middlesex, which shall contain from the West toward the East 40. foot of Assize, and in breadth from North to South 25. foot of Assize, and with part thereof, which shall extend from the South-part of the measure before mentioned towards the South, shall contain in length 20 foot, and in breadth 18 foot and 12 inches: All which said Building shall contain in height three stories and a half, and every storie to contain in height 7 foot of Assize at the least: But also do, before the said Feast of, &c. at his like costs and charges, fit and furnish the same building with floores boarded, doores, staires, pent-houses and all other things pertaining to, or being Carpen-tary work, with sufficient nails for the same, and hooks and hinges for all the doors: in which said building there shall be such & so many staires, as the within named P. C. shall appoint, and to be set in such place & places;

places, as the said P. shall nominate; and there shall be in the stories extending West and East, partitions, and three several rooms; and in every room one imbowed window, with such and so many clear windows as the said P. shall appoint; and in every of the stories of the building, extending from North to South, one partition, and one room: in every of which rooms there shall be one imbowed window: all which to be well and sufficiently finished, as aforesaid, before the said Feasts of, &c. next coming. That then &c.

A Condition to save three harmlesse, which are bound for one by Recognizance to the Chamber of London for Orphants money.

THE Condition of this Recognizance is such, that whereas the within named I. C. I. L. and W. G. at the instance and request of the above bound E. K. together with the said E. K. in the inner Chamber of the Guild-hall of the City of London, are become joynrly and severally bound unto R. B. Chamberlain of the City of London aforesaid; and to his Successors, Chamberlains of the same City, in the sum of 350 l. of, &c. with condition amongst other articles in the said Recognizance specified, for the true payment of 300 l. of like money unto the said Chamberlain, or his Successor, to the use of B. and I. Orphants of T. B. late Citizen and Grocer of London, deceased, at such time as they, or either of them, shall accomplish their severall ages of 21 years, as by the said Recognizance and condition thereof more at large may appear. If therefore the said E. K. his Heirs, Executors or Administrators do from time to time, and at all times hereafter, discharge, exonerate, acquit, or otherwise well and sufficiently save and keep harmlesse the said I. C.

I. L. and W. G. and every of them ; and the heirs, executors and administrators of them, and every of them ; and all and singular the lands, tenements and hereditaments, goods and chattels of them and every of them, against the said Chamberlain and his Successors, and against all and every other person and persons whatsoever, of, for and concerning the said Recognizance, and all and singular sums of money, penalties, forfeitures and things whatsoever, in the said Recognizance, or condition thereof, or either of them, contained or specified : And also of, for and concerning all and singular actions, suits, judgements, extents, executions, molestations, costs, charges, troubles, incumbrances and demands whatsoever, which shall or may arise, grow, happen or be, by reason or meanes of the said Recognizance. And also if it shall happen the said E. K. before the said sum of 300 l. be fully paid to the said Chamberlain, or his Successors, according to the tenor and purport of the said Condition of the said Recognizance, to decease, or by any means to come to poverty and insufficiency, or himself, or his goods and chattels, out of the liberties of the City aforesaid, to absent, withdraw or purloine : Then if the said E. K. his heirs, executors or administrators, within six moneths next after such decease, coming to poverty and insufficiency, or such withdrawing, absenteing or retaining himself, or his goods or chattels, out of the liberties of the City aforesaid, or upon reasonable request, do make true payment, unto the said Chamberlain or Successors, of the said sum of 300 l. to the use aforesaid : And then also within the same 6 moneths, or upon such request, as aforesaid, do cause and procure the said Recognizance, and all extents and executions of the same, to be clearly and lawfully discharged and made void : That then, &c.

*A Condition from an Under-Sheriffe to a High-Sheriff
for saving harmlesse.*

THe Condition, &c. that whereas the above named Sir M. G. Knight, Sheriff of the Countrey of B. hath assigned and deputed the above named R. B. his Under-Sheriff: If therefore the said B. N. the above bound C. R. and G. D. their Heirs, Executors and Administrators, and every of them, do at all time and times hereafter, save and keep harmlesse and indemnified, as well the said Sir M. G. his Heirs, Executors, administrators and assignes, and every of them, as also the lands, tenements hereditaments, goods and chattels of the said Sir M. G. of, for, touching or concerning the returns and executions of all such processe, writs and warrants of what nature soever they be, as are or shall be hereafter directed to the Sheriff of the said Countrey of B. and shall be brought and delivered or offered to be delivered to the said B. N. during the time that the said Sir M. G. shall be Sheriff of the said Countrey: And of and from all issues, fines and amerciaments, which shall happen to be imposed or taxed upon the said Sir M. G. for or concerning the not executing, wrongful executing, or detaining in his hands, any writs, processe or warrants; and of, for and concerning all escapes of all and every person or persons that shall be arrested or apprehended by vertue of any such processe, writ or warrant, during the time that the said Sir M. G. shall continue Sheriff of the said Countrey of B. And also if the said B. N. C. R. and G. D. their heires, executors and administrators, and every of them, shall save harmlesse and indemnified the said Sir M. G. and his heires and assignes, and his and their lands, goods and chattels, of, for and concerning all such accompt and accompts, as the

the said Sir M. G. is or shall be charged withall, as Sheriffe of the said County of B. to our Sovereign Lord the King, his heires or Successors, in any of his Majesties Courts, and of all sums of money which shall be levied or received by the said B. N. as under-Sheriffe of the said Sir M. G. or any Bayliff or other person by the direction or assent of the said B. N. to the use of the Kings Majesty his Heirs or Successors. That then, &c.

*A Condition to save harmlesse a Surety from a
Bond of Arbitrament.*

THE Condition, &c. that if the above bound A. D. his executors and administrators, or any of them do and shall from time to time, and at all times hereafter well and sufficiently save and keep harmlesse and indemnified the above named G. M. his heires, executors and administrators, and his and their lands, tenements, goods, chattels, and hereditaments, of, for, from and concerning one Obligation bearing date the day of the date above written, wherein the said G. M. at the request of the said A. D. is and standeth bound unto R. M. Gentleman, in the sum of 100 l. with condition thereunder written, that the said A. D. abide the award of W. M. and T. B. Esquires, Arbitrators, and of and from all actions, suits, arrests, costs, charges and demands whatsoever, concerning the premises, without fraud or coven: That then, &c.

*A Condition, if money be not paid at the day, then
to surrender certain copy-hold Lands, &c.*

THE Condition, &c. that if the within bound B. L. do not or shall not well and truly pay or cause to be paid unto the within named I. P. his executors,

Administrators or Assignes, the full sum of, &c. on the
 day next ensuing the date within written, at, &c. ac-
 cording to a provisoe or condition mentioned in a
 Deed or surrender, bearing date the day of, &c. That
 if the said E. L. and A. his wife, do and shall at the
 next Court to be holden for the Mannor of, &c. law-
 fully and absolutely surrender into the hands of the
 Lord of the said Mannor, to the only use and behoof
 of the said I. P. his Heirs and assignes for ever, accord-
 ing to the custome of the said mannor, the said se-
 verall parcels of Land, with their and every of their
 appurtenances in the said surrender mentioned. And
 also, if the said I. P. his heirs or assignes, shall or may
 peaceably and quietly have, hold and enjoy the said
 parcels of Land, and every of them, with their and
 every of their appurtenances so surrendered, as afore-
 said, freely and clearly acquitted of and from all and
 all manner of former and other surrenders, bargains,
 sales, gifts, grants, troubles and incumbrances what-
 soever, and of and from the thirds of the said M. now
 Wife of the said I. P. That then, &c.

A Letter of Attorney, or an Assignement to receive and
 keep money due upon a bond, wherein D. & forfeit-
 sure, or nomine pence, upon discharge without
 consent.

TO all Christian people, &c. I W. S. of, &c. send
 greeting in our Lord God everlasting. Whereas
 B. S. of, &c. and R. B. of, &c. by one Obligation bear-
 ing date, &c. Anno Domini, 1647. are and stand joint-
 ly and severally bound unto the said W. S. in the
 sum of, &c. with condition thereunder written, for
 the true delivery of 45 quarters of Rye, as by the said
 Obligation with condition more at large appeareth.
 Now know ye, that I the said W. S. as well for and in
 con-

consideration that the said Obligation was made in the name of me the said W. S. only in trust, and for the use of R. S. of, &c. as for divers other good causes and considerations me hereunto moving, have given, granted, assigned and set over, and by these presents do give, grant, assigne and set over unto the said R. S. his Executors & assignes, as well the said Obligation and sum of, &c. therein mentioned; as also all my right, action and demand to and in the same: Giving, and by these presents granting unto the said R. S. by vertue hereof, my full and whole power and authority, for me, and in my name, but to the only use of the said R. S. his Executors and Assignes, to demand, ask, levie, recover and receive of the said B. S. and R. B. and of either of them, their Executors or Assignes, the said sum of, &c. mentioned, and due by the said Obligation, and to use all lawfull wayes and meanes for the recovery thereof: and the same so had and received, to detain and keep to his own use and behoof, without any accompt thereof, or therefore to be rendred, And I the said W. S. do covenant and agree, that for any act or acts, thing or things whatsoever by me, or by any other heretofore by my appointment done or committed, or hereafter to be done or committed the said Obligation now is, and hereafter shall stand and continue in full force and effect; and that neither I the said W. S. my Executors or assignes, shall nor will acquit, release or otherwise discharge the payment or delivery of 46 quarters of Rye, in the Condition of the said Obligation mentioned, without the special licence, consent and agreement of the said R. S. his executors and assignes, first had and obtained in writing under his or their hand and seale. And to the true performance of all and every the Articles and agreements hereby expressed on the part of me the said W. S. to be done and performed, I binde me, my

heires, executors and administrators by these presents, in the sum of, &c. (*nomine pame*) to be forfeited and paid unto the said R. S. his, &c. In witnesse, &c.

A Letter of Attourney to receive rents.

TO all, &c. I E. D. of, &c. send greeting, &c. Know ye, that I the said E. D. for divers good causes me hereunto moving, and especially for the trust and confidence which I have and do repose in C. K. of, &c. have made, ordained, constituted and invested, and in my place and stead by these presents have put the said C. K. to be my lawfull Attourney, for me, and in my name, and to the use and behoof of me the said E. D. my executors, administrators and assignes, to ask, demand, levie, recover and receive of H. G. of, &c. the sum of, &c. for one half yeares rent of and for the Mannor of B. in the Countrey of, &c. due at the Feast of, &c. last past before the date hereof: Giving, and by these presents granting unto my said Attourney, by vertue hereof, full power and absolute authority, for me, and in my name, and to and for my use, benefit and commodity, to ask, levie, recover, receive and demand of the said H. G. his executors, administrators and assignes, the said rent or sum of, &c. due and payable, as aforesaid. And upon the receipt thereof, or any other agreement on that behalf had and made, for me, and to my use to make, seal and deliver, for me, and in my name, and as my Deed, all and every such acquittance and acquittances, or other discharges, as to the said C. K. shall be thought meet and convenient to be given: And to do, follow execute and finish for the receipt and recovery thereof all and every such act and acts thing and things, devise and deviles, as to the said C. K. shall be thought fit and convenient;

convenient ; ratifying, allowing, confirming and approving all and whatsoever my said Atturney shal lawfully do or cause to be done in or about the premiffes by these premiffes. In witnesse, &c.

*A letter of Atturney to demise, survey or sell a
Mannor.*

TO all, &c Know ye, that we the said G. S. and E. M. for divers good causes and considerations us hereunto especially moving, Have made, ordained, enstituted, and in our place and stead, put and authorized R. N. and H. B. or either of them, our true, sufficient and lawfull Atturney and Atturneys, for us and in our names, and for the use of us the said G. S. and E. M. to enter into all those the Mannors of W. T. and I. with their rights, members and appurtenances, in the Countrey of G. and in the Advowsons of or belonging to them, or any or either of them, and into every part and parcel thereof; and the same Mannors, or either or any of them, for us, and in our names to view and survey; And by these presents, for us, and in our names do give full power and authority to the said R. N. and H. B. and to either of them to be our Steward or Stewards of our said Mannors, and every of them, and to keep such Court and Courts of survey, and other Courts-leetes, and lawdayes, of and upon the said Mannors, or any of them, as our said Atturneys, or either of them shall appoint, or shall be by them or either of them thought fit : And the same Mannors, and every or any of them, for us and in our names, to bargain, sell, lease or grant to such person and persons, & for such estates, for life or lives, inheritance, or otherwise; and for such sum and sums of money, as to our said Atturneys or either of them, shall be thought meet and requisite, to the utmost

termoſt and beſt commodity and profit of us the ſaid G.S. and E.M. and the Deed and Deeds of the ſame grant, and eſtates ſo to be made, for us, and in our names to ſeal, & as our deed or deeds to deliver unto the parties to whom the ſame ſhall be ſo made, or to any other to their uſe and uſes, & the counterparts of the ſame, for us and in our names, to accept and receive : And alſo all ſuch fines, and other ſum and ſums of money, as ſhall grow due for the ſame, for us and in our names, and to the uſe of us the ſaid G.S. and E.M. to collect, gather, receive and take, and all ſuch rents, duties, heriots, arrears of rents, and profits of Courts as are already or hereafter ſhall be due or payable, for, out, of or concerning the premiſſes, or any of them, to receive : Giving, and by theſe preſents granting to our ſaid Attorneys, and either of them, our full power and lawfull authority touching and concerning the premiſſes, to do, execute, proceed and finiſh in all things, in as ample manner and form, to all intents and purpoſes, as we the ſaid G.S. and E.M. or either of us, might or ought to do, if we or either of us, were then and there perſonally preſent : And Ratifying and allowing all and whatſoever our ſaid Attorneys or either of them, ſhall do in or about the premiſſes or any of them, according to the true intent and meaning of theſe preſents. In witneſſe, &c.

A Letter of Attorney to deliver a Leaſe upon the Land.

TO all, &c. I I. M. of, &c. Whereas I the ſaid I.M. have ſubſcribed and ſealed one writing, bearing date with theſe preſents, and hereunto annexed, purporting a Demiſe unto W. W. of, &c. of all that the mannor of G. with the appurtenances, in

the County of Y. and of one Messuage, 300 Acres of Land, 100 acres of Meadow, 200. acres of pasture, and 100. acres of Wood, with the appurtenances, in C. aforesaid, now or late in the tenure or occupation of W. C. his assignee or assignees : To have and to hold the said Mannor, and all other the premises, unto the said W. W. his Executors, or assignes, for the terme of years under the yearly rent of, &c. as by the said Deed indented may appear. Now know ye, that I the said I. M. for divers good causes and considerations me hereunto especially moving, have made, ordained, constituted and authorized, and in my place and stead by these presents, have nominated and put W. G. of, &c. my true, sufficient and lawfull Attorney, for me and in my name, into all that the said Mannor of C. & into the said Messuage, 300 acres of Land, 100 acres of meadow, 200 acres of pasture, and 100. acres of wood, with the appurtenances, and into every or any part or parcel thereof in the name of the whole to enter, and peaceable and quiet possession and seisin thereof, for me, and in my name to take, and after such possession and seisin thereof, or any part thereof had and taken, as aforesaid for me and in my name, as my act and deed, to deliver unto the said W. W. or his certain Attorney, upon some part of the aforesaid premises, the said writing or Deed indented, subscribed and sealed, as aforesaid ; And all and every other act and thing requisite and necessary to be done in, about or concerning the premises, for me and in my name to do or cause to be done. In witnesse, &c.

A Letter of Attorney to keep Court.

K Now all men by these presents, that we P. L. and H. S. of, &c. do hereby authorize, constitute & appoint G. C. of, &c. Gent. our lawfull Deputy & Attorney, for

for us, & in our names to appoint a Steward & Bayliff of and for our Mannors of B. and H. and by himself or his sufficient Deputy, to and for our use to keep Courts within the said Mannors, or either of them, and to give admittance upon alienation or death, and to take and receive Atturments of all and every the Tenants thereof; And to and for our use, to asseſſe fines upon such admittances, and for us, and in our names, and to our use, to receive the said fines: and also such Heriots as shall be due upon such death or alienation, and likewise to receive all rents and arrearages of rents, and also all amerciaments, perquisites and profits, that shall arise or grow due to us, or any of the said Courts. We do also further authorize and appoint the said G.C. to gather, take up and seize to our use, all wayts, estrays, deodans, out-laws and felons goods, which shall happen to arise, be due or fall within the said Mannors or either of them. Given under our hands and seales the, &c. in the, &c.

A Letter of Attorney to take possession of Lands newly purchased.

BE it known unto all men by these presents, that I I. H. Citizen, &c. have made, ordained, constituted, authorized and appointed, and by these presents do make, ordain, constitute, authorize and appoint, and in my stead and place by these presents, put T.C. of, &c. my true, sufficient and lawful Attorney, for me, and to my use, to take and receive peaceable and quiet possession and seisin of, and in all that Messuage or Tenement, and all and singular the lands and premisses thereunto belonging, with the rights, members and appurtenances, situate, lying and being in, &c. lately bargained and sold by B. P. unto me the said I.H. And the same possession so had and

and taken, to detain and keep to the only use, and behoof of me the said I. H. my heirs and assigns, according to the tenor and true meaning of the Indenture, whereby the said premisses are conveyed unto me: ratifying, allowing and confirming all and whatsoever my said Atturney shall lawfully do, or cause to be done, in or about the premisses by these presents. In witness, &c.

*A Letter of Attorney, for a Steward of a Mannor
to receive rents, with authority to impound
and distrein.*

TO all, &c. I G. K. of, &c. send greeting in our Lord God everlasting. Know ye, that I the said G. K. for and in consideration of the special trust and confidence which I have and do repose in my wellbelov'd Friend C. P. of, &c. Gent. have made, ordained, constituted, authorized and appointed the said C. P. my true, sufficient and lawful Atturney, for me, and in my name, stead and place, and to the only proper use and behoof of me the said G. K. my Executors and Administrators, to collect, gather, demand and receive of all, every or any my Tenants or Farmers of all, every or any my Lordships, Mannors, Lands, Tenements and Hereditaments whatsoever, in the County of G. all and every such summe and summes of money, rents, arrearages of rents, amer- ciaments, heriots, fines, issues and profits, whatsoever, as shall any wise grow due, accrew, be issuing or payable unto me the said G. K. out of all or any my said Lordships, Mannors, Lands, Tenements, and Hereditaments: And upon the receipt of all, every or any such sum or sums of money, rents and profits, for me and in my name, to make and give acquittances, or other sufficient discharges to any of my said Tenants

Tenants or Farmers, requiring the same. And the same sum and sums of money, rents, issues and profits so had and received, to pay and deliver to me the said G. K. my Executors, administrators and assignes, and to be accomprable unto me the said G. K. my executors and administrators, from time to time, for all, every or any the said sum or sums of money, so as aforesaid, by the said C. P. had, taken and received, at the feast of Saint *Michael* the Archangel next ensuing the date hereof, or before the end of *Candlemas* Terme then next ensuing, and at the feast of the *Annuntiation* of the blessed Lady Saint *Mary* the Virgin then next following; or before the end and expiration of *Trinity* Terme then next ensuing, and so from time to time, at the Feasts and dayes before prefixed, to give and make a true accout or accompts to me, during the continuance of the power to him given and granted, as aforesaid. And further, I do by these presents give full power and authority to my said Attorney, at any time hereafter, to elect and chuse some one sufficient and able person to be Steward of my Courts of my said Mannors, &c. and also to place and displace, at his Will and pleasure, upon just occasion, any Bayliffe or other Officer or Officers whatsoever, as occasion shall require: and also giving, and by these presents granting unto my said Attorney, full power and lawfull authority, for me and in my name, stead and place, and to my use, as aforesaid, for non-payment of all, every or any my said rents, arrearages of rents, issues, amerciements and profits, to distrein, impound, arrest, sue, implead and imprison all, every or any my said Tenants and Farmers, which shal refuse to pay to my said Attorney, all or any such summe and sums of money, rents, issues and profits, by them or any of them, respectively due and payable unto me, as aforesaid; and the same persons again to discharge, acquit

acquit and release of and from the same, at his will and pleasure. And further, to do, or cause, or procure to be done, in and about the premises, all and whatsoever to the said C. P. shall seem requisite and needfull to be done, as effectually, as if I my selfe were then and there personally present. And which, &c. so to be done, I do hereby covenant and grant, for me, my Heirs, &c. to justifie, averre and maintain, as fully and perfectly, to all intents, constructions and purposes, as though the same were actually done by my selfe. In witnesse, &c.

A Warranty of Aturney to confesse a judgement

WHereas K. B. Widow, of, &c. Executrix of the last Will and Testament of I. B. Esquire, hath sued our of the high Court of Chancery an Originall Writ of debt for two hundred pounds, against me T. B. and I. W. of, &c. Esquires; and Sir R. B. of, &c. Knight, my sureties, returnable this Trinity Terme in the Court of Common Pleas at Westminster: These are therefore to require you to appear for me and my sureties, and to make Declarations for us the said T. H. I. W. and Sir R. B. at the suit of the said K. B. and thereupon to confesse a Judgement, either by *non sum informat. nibill dicit*, or otherwise, as you shall think fitting, and this shall be your sufficient warrant in that behalf. In witnesse, &c.

A warrant to acknowledge Satisfaction

Mr. T. W.

WHereas in Trinity Term in the twentieth year of the Reign of our Sovereigne Lord King Charles over England, &c. there was a Judgement had and obtained, in his Majesties Court of Common-Pleas

Pleas at Westminster, against A. P. of, &c. for, &c. debt, and, &c. damages and costs, at the suit of, &c. These are to require you to acknowledge satisfaction upon the said judgement, and this shall be your sufficient warrant for the same. In witness, &c.

Another Warrant to acknowledge satisfaction.

Mr. T.F.

WHEREAS I heretofore retained you my Attorney, in his Majesties Court of Kings Bench at *Westminster*, to sue, charge and implead R.E. upon several actions, and a *Hebeas Corpus* depending against him, and whereas you thereupon further proceeded by my direction, to the recovery and entry of four several Judgements, the one of 500 l. debt, and 7 l. 10 s. and 8 d. damages, another, &c. another, &c. and the other &c. for that I have received full satisfaction from the said R. E. for and concerning all those actions, and several executions by you in my behalf obtained and entred against him, by force whereof he remaines Prisoner in the custody of the Marshal of his Majesties said Court; these are therefore to will and require you to discharge those severall actions by search or otherwise, out of the entry-book of the Marshal of that Court, or other declarations remaining on file there: And further I do hereby direct & authorize you to acknowledge satisfaction upon Record, upon the several Judgements above specified; and all other Judgements chargeable against him for my satisfaction, and so to release his person out of the Marshals custody, from all causes touching me; And for the doing thereof, this shall be your sufficient warrant and discharge. In witness, &c.

An assignement of an Annuity.

TO all, &c. T. D. of, &c. sendeth greeting: Whereas
 T. C. of, &c. late of, &c. Uncle to the said T. D.
 party to these presents, in and by one Indenture
 bearing date, &c. and in the, &c. made between the
 said T. Uncle of the one party, and B. E. and B.
 C. Gentleman of the other party, purporting certain
 uses as in the said Indenture is limited and expressed;
 did give and grant unto the said T. D. party to these
 presents, one annuity or yearly payment of, &c. *per*
annum; for and during the natural life of the said T.
 D. party to these presents, to be issuing and going
 out of the Messuages, Lands, Tenements, &c. of the
 said T. D. the Uncle, situate, lying and being in,
 &c. to begin to be paid yearly to the said T. D.
 party to these presents, from and after the decease
 of A. D. late wife of the said T. D. the Uncle, as by
 the same Indenture amongst divers other things
 therein contained, more at large appeareth; And
 whereas the said A. D. is since deceased; Now know
 ye, That the said T. D. party to these presents, for
 and in consideration of the sum of, &c. to him in hand
 at and before the enfealing and delivery of these pre-
 sents, by W. P. of, &c. well and truly paid, where-
 of, and wherewith, he doth acknowledge himselfe
 fully satisfied, contented and payed by these presents,
 and for divers other, &c. hath given, granted, bar-
 gained, sold, assigned and set over; and by these pre-
 sents doth fully and absolutely give, grant, bargain,
 sell, assigne and set over, unto the said W. P. his exe-
 cutors, administrators and assignes, as well the said
 annuity or yearly payment of, &c. as also all the e-
 state, right, title, interest, property, claim and
 demand whatsoever, which he the said T. D. party

to these presents, now hath or may, can, might, should or ought to have or claim of, in or to the said annuity or yearly payment of, &c. To have, hold, perceive, receive, take and enjoy the said annuity or yearly payment of, &c. unto the said W. P. his executors, administrators and assignes, from the day of the date of these presents, for and during the natural life of the said T. D. party to these presents, in such like and in as large and ample manner and form to all intents and purposes, as the said T. D. party to these presents, now hath, may, might, should, could or ought to have and enjoy the same, by force and vertue of the said Indenture of uses, or any thing therein contained or otherwise; And the said T. D. party to these presents for him, his executors, administrators and assignes, doth covenant, promise and grant to and with the said W. P. his executors, administrators and assignes by these presents, in manner and form following: That is to say, That he the said T. D. party to these presents, now hath full power and lawfull authority, to give, grant, bargain and sell the said annuity or yearly rent of, &c. in manner and forme aforesaid: And that neither he the said T. D. party to these presents, nor any other person or persons, by his appointment, or with his consent hath heretofore made any former bargain, sale, gift, grant, assignement, surrender, extinguishment, charge or incumbrance of the said annuity or yearly payment of, &c. or any part thereof; Nor that he the said T. D. party to these presents, nor any other by, from or under him, or with his consent hereafter at any time shall do or commit, or suffer to be done or committed any act, deed or thing whatsoever, whereby the said W. P. his executors, administrators or assignes, shall or may be letted or hindred of, or in the having, receiving and enjoy-
ing

log of the said annuity, or of any part thereof: And that the said W. P. his executors, administrators and assigns, shall or may from time to time and at all times from henceforth, for and during the natural life of the said T. D. party to these presents; lawfully, peaceably, and quietly have, hold, receive, perceive, take and enjoy the said annuity, or yearly payment of, &c. and every part and parcel thereof: to the only use and behoof of the said W. P. his executors, administrators and assigns, without the let, suit, trouble, interruption or disturbance of him the said T. D. party to these presents; or any other person or persons by his act, meanes, title or procurement. And further, that the said T. D. party to these presents, shall and will from time to time and at all times hereafter, at the reasonable request, cost and charge in the Law of the said W. P. his executors, administrators or assigns, do, cause, procure, or suffer to be done, all such further act and acts, thing and things, devise & devises in the law whatsoever, for the further assuring of the premisses to the said W. P. his executors, administrators and assigns, for and during the naturall life of the said T. D. party to these presents; as by the said W. P. his executors, administrators or assigns, or by his or their Councell learned in the Law shall be reasonably devised or advised and required. In witnesse, &c.

*An Indenture for suing forth a Writ of Entry of a
Manner; to the intent a Recovery may be had.*

THis Indenture tripartite made the, &c. between H. E. of, &c. of the first part, W. G. of, &c. of the second part, and A. B. and C. D. of, &c. of the third part; Witnesseth, that it is covenanted, granted, concluded, & descended unto, and fully agreed upon, by and between

Between the said parties to these presents : And the said H. E. doth for himself, his heires, &c. covenant, &c. that he the said E. or his, &c. before the Feast of, &c. at the proper costs and charges in the Law of the said W. G. his heires or assignes shall permit and suffer the said A. B. and C. D. to bring and sue forth out of his Majesties high Court of *Chancery* one Writ of Entry *sur disseisin en le post*, against the said W. G. returnable before the Justices of the *Common-Pleas* at *Westminster*, at a certain day before the said Feast of, &c. by which Writ the said A. B. and C. D. shall demand against the said W. G. all that the Mannor of &c. by the name of, &c. or by any other name or names whatsoever, whereunto the said W. G. shall appear before the said Justices, at the said day of return, to be contained in the said Writ in his own proper person, or by his Atturney, sufficiently authorized by the Law for the same, upon which appearance the said A. B. and C. D. shall declare against the said W. G. according to the nature of the said Writ; and that he the said H. E. shall permit and suffer the said W. G. to make defence, and vouch over to warranty the said H. E. and the same E. by himself or his Atturney, sufficiently authorized by Law for the same, shall vouch over to warranty, the common vouchee, and thereupon imparle, and after the same imparlance in the same Terme, shall make default and depart in contempt of the Court, to the intent a perfect recovery and Judgement in the said Court, may be had against the said H. E. of the said Mannor and Lands, and all other the premisses according to the course of common recoveries in such cases used: and further that the said recovery and execution thereupon so as aforesaid, to be had and pursued by the said A. B. and C. D. shall be to the only use and behoof of the said W. G. and of

of his heires and assignes, and to no other use, intent or purpose whatsoever, (A Covenant for incumbrances.) In witnesse, &c.

A revocation of a protection during the Parliament time.

WHereas I the Right Honourable I. Earle of R. have granted a protection under my hand and seal, unto C. R. Esquire, bearing date on or about the, &c. last past, to endure for the time of this present Parliament: Now these presents witness, that for divers good causes and considerations, me moving, I do hereby revoke, disanull and make void the said protection, to all intents and purposes whatsoever, so as the said C. R. shall not from henceforth have any benefit, priviledge or advantage thereby, but be therefore and therefrom utterly debarred and excluded for ever by these presents. In witnesse, &c.

A bargain and Sale of Trees.

THis Indenture made, &c. between A. B. of, &c. and T. H. of, &c. of the one part, and G. F. of, &c. of the other part, witnesseth, that the said A. B. and T. H. for and in consideration of, &c. to them in hand paid, before the sealing and delivery of these presents, the receipt thereof, &c. have bargained and sold unto the said T. F. one hundred trees of Oake, to be taken and chosen by the said T. F. his executors or assignes, within, amongst, and out of the woods and Trees, standing and growing within the Park of S. in the County of, &c. or in or upon the bankes or bounds of the said Park (all such Trees as now are already felled or marked) alwayes, excepted out to

this present bargain and sale: And the said A. B. and T. H. do, &c. to and with, &c. that it shall and may be lawfull to and for the said T. F. his executors and assignes, at seasonable times in the year, at his and their free liberty, wills and pleasures, before the Feast of, &c. to fell, cut down, take and carry away the said Trees, before by these presents bargained and sold, and every of them, so that the said G. F. his executors and assignes at his and their or any of their proper costs and charges, do from time to time make up and repair all such breaches and hurts as he or they shall commit or do, or cause to be committed or done, in any of the hedges, pales, or discharges of or belonging to the said Park, or any the grounds thereunto belonging or adjoyning, for or by reason of the felling, cutting down, carting or carrying away of the said trees, or any of them; and so that all the said trees, and every of them, before bargained and sold, be carried and rid off, from and out of the said Park and bounds thereof, before the said Feast of, &c. And the said A. B. and T. H. all the said trees, before bargained and sold to the said T. F. in manner and form as aforesaid, against all men, at all times, shall warrant and for ever defend. And it is further agreed and declared between the said parties that all such and so many of the said Trees before mentioned, bargained and sold, as shall remaine, and not be carried away out of the said Park and bounds thereof, before the said Term of, &c. shall from thenceforth remain and be to the only use of the said A. B. and T. H. their executors and assignes, any thing before mentioned to the contrary, in any wise notwithstanding. In witnesse, &c.

*An Indenture of Lease of a House and Lands in the
Country.*

THis Indenture made, &c. between A. B. of, &c. of the one party, and C. D. of, &c. of the other party, Witnesseth, that the said A. B. for and in consideration of the rents and covenants hereafter in and by these presents, reserved and contained, which on the part and behalf of the said C. D. are and ought to be paid, done, performed, fulfilled and kept: Hath demised, granted, betaken and to farm-letten, and by these presents doth demise, grant, betake and to farm-let unto the said C. D. all that Messuage or Tenement, &c. And also all that Close of meadow-ground, called, &c. and all that, &c. Which said premises now are in the tenure or occupation of the said C. D. or his assigns, situate, lying and being in the said parish of, &c. Except and alwayes reserved out of this present Demise and Grant, all trees, woods and underwoods, now standing, growing or being, or which hereafter shall stand, grow or be in or upon the same premises; and free liberty of ingresse, egress, regresse, way and passage to and for the said A. B. his heires and assigns, and his and their workmen and servants, at any seasonable time or times in the year, to come in and upon the demised premises, and every or any part thereof, to fell, cut down, lop and top the same trees, and every or any of them: And the same trees, lops and tops, with carts and carriages to take, load, bear and drive away, at his and their wills and pleasures. To have and to hold the said Messuage or Tenement, Close of Meadow, and, &c. and all and singular other the before mentioned premises to be demised, with the appurtenances (except before excepted) unto the said C. D. his, &c. from

the Feast of Saint *Michael* the Archangel last past, before the date of these presents, for and during, and unto the full end and terme of twenty and one years from thence next ensuing, fully to be compleat and ended: Yielding and paying therefore yearly and ever year, during the said terme of one and twenty years, to the said A. B. his, &c. at or in &c. the yearly rent or sum of, &c. at two of the most usuall Feasts or Terms of payment in the year; that is to say, the Feast of, &c. by even and equal portions. And the said C. D. for himselfe, his, &c. that he the said C. D. his, &c. or some of them, shall and will well and truly pay or cause to be paid unto the said A. B. his, &c. at or in, &c. the said yearly rent of, &c. during the said Term of, &c. on the Feasts aforesaid, or within fifteen dayes next ensuing either of the said Feasts, by even and equall portions, in manner and form aforesaid; And that he the said C. D. his, &c. or some of them, at his and their own proper costs and charges, shall and will from time to time, and at all times hereafter when and as often as need shall require, during the continuance of this present Demise, well and sufficiently repair, support, maintain, uphold, hedge, ditch, scoure, fence, amend and keep the said capital Messuage or Tenement, and all and singular the before mentioned to be demised premisses, and every part and parcel thereof, in, by and with all and all manner of needfull and necessary reparations, paling, hedging, ditching, fencing, and amendment whatsoever (principall timber onely excepted:) And the said Messuage or Tenement, and all and singular other the before mentioned to be demised premisses, with the appurtenances, being so well and sufficiently repaired, supported, maintained, upholden, ditched, hedged, fenced, amended and kept together; with such household-stuffe, and implements of household, as are mentioned

in a Schedule hereunto annexed, in as good case and plight, as the same now are (reasonably wearing onely excepted) in the end of the said terme of one and twenty yeares, or other sooner determination of this present Lease, shall and will peaceably and quietly leave, surrender and yield up the same unto the said A. B. &c. And also that it shall and may be lawfull to and for the said A. B. his, &c. with workmen and others, in his or their company, or without, twice in every year yearly, during the said terme, or oftner, to come into and upon the before demised premises, and every or any part thereof, there to view, search and see the estate and condition of the reparations of the same. And upon every such view or search, to give or leave notice in writing, at the said demised Messuage, to or for the said C. D. his, &c. of all defaults and lacks and reparations, then and there found, to repair and amend the same, within six moneths, after such view made, and notice given, as aforesaid. Within which time and space of six moneths, he the said C. D. &c. doth covenant, promise and grant to and with the said A. B. his heires and assignes, by these presents, well and sufficiently to repair and amend the same. And further the said C. D. for himselfe, his, &c. that he the said C. D. his, &c. shall and will from time to time, and at all times during the continuance of this present Demise, pay, beare, discharge and disburse all such Tythes, Church-duties, taxes, subsidies, and other payments whatsoever, wherewith the same premises, and every or any part thereof, shall or may be charged, or lyable to pay, during the said Terme (except the quit-rent due for the said Messuage to the Lord of the Mannor of Harrow) and thereof shall and will acquit and discharge the said A. B. his, &c. and also the said demised Messuage and premises, and every part and parcel thereof. And also

also that he the said C. D. his, &c. shall and will well and truly pay, or cause to be paid unto the said A. B. his, &c. the full sum of 10 l. of, &c. over and above the said yearly rent of, &c. for every or any acre or acres of Land, that shall be at any time or times hereafter, during the continuance of this present Demise, ploughed, digged, broken up or eared in the said Closes, called, &c. or any of them, or in any other of the said Closes not heretofore digged, ploughed or broken up : and so proportionable, according to the rate of ten pounds every acre of Land ; and according to that rate, for every acre or part or parcel of an acre of Land for every time, every or any acre or acres, part or parcel of acre or acres, shall be so ploughed, digged or broken up and eared in any of the said Closes, the same to be paid unto the said C. D. his, &c. at such dayes and times as the yearly rent hereby is reserved and appointed to be paid according to the true intent and meaning of these presents. And further, that neither the said C. D. his executors, administrators or assignes, shall or will at any time or times, during the continuance of this present Demise, fell, cut down, lop or top any of the timber-trees, or any other trees, now standing, growing or being, or which hereafter shall stand grow, or be in or upon the said demised premises or any part thereof, without the good will and licence of the said A. B. his, &c. in that behalf first had and obtained in writing under his or their hands and seales ; nor shall demise, grant let, set, sell, assigne or set over the said demised Messuages, and other the premises or any part thereof, or his or their estate or terme of yeares, or any part thereof, of, in or to the same premises, during the term by these presents granted, to any person or persons whatsoever, except it be by and with the consent and agreement of the said A. B. his

his, &c. in that behalf first had and obtained in writing under his or their hands and seals. Provided alwayes, and it is covenanted, granted, concluded and fully agreed upon by and between the said parties to these presents, that if the said A. B. his, &c. or any of them, shall at any time or times hereafter, during the said term of 21 years, be minded & desirous to have again, resume & take the said Messuage or Tenement, and all and singular other the before demised premisses, with the appurtenances, into his or their hands and possession, before the expiration of this present Lease: And of such his or their desire, to give notice in writing unto the said C. D. his, &c. at any of the dayes or times of payment, wherein or whereat the said yearly rent hereby reserved, is appointed to be paid: That then the said yearly rent shall determine at the end of one whole year next after such notice given, to have again the said Messuage and all other the before demised premisses: And that then also, at the next Feast or time of payment, which shall be one whole year next ensuing such notice or warning given, as aforesaid. And from thenceforth this present Indenture of Lease, and every covenant, article and agreement herein contained, shall cease, determine, and be utterly void, and of none effect, as if these presents had never been had or made. And that then and from thenceforth, and at any time or times then afterwards, it shall and may be lawfull to and for the said A. B. his, &c. into all and singular the before demised premisses, and every part thereof, wholly to re-enter, and the same to have again, re-possesse and enjoy as in his or their first and former estate, any thing in these presents contained to the contrary thereof, in any wise notwithstanding. And the said A. B. doth for himselfe, his, &c. covenant, promise and grant to and with the said C. D. his, &c. and every of the

them by these presents, that if the said C. D. his, &c.
 or any of them, shall at any time or times hereafter,
 during the time and term by these presents granted,
 desire to depart from the said Messuage or Tenement
 and premisses hereby demised, and to surrender and
 yield up the same premisses unto the said A. B. his, &c.
 and of such his or there desire, do give warning in
 writing under his or their hands to the said A. B. his,
 &c. at the house of the said A. B. at any of the Feasts
 or dayes of payment aforesaid, one whole yeat before
 he or they shall depart from the premisses; and do
 and shall accordingly surrender and yield up the said
 premisses unto the said A. B. his, &c. well and suffici-
 ently repaired, hedged, ditched, amended, paleid and
 fenced, as the same ought to be; together with the
 said implements of household, according to the true
 meaning of these presents, that then upon such warn-
 ing given and surrendred, or other assurance made of
 the premisses as aforesaid, he the said A. B. his, &c.
 shall and will accept the same, and take into their
 hands and possession, the said Capital Messuage or
 Tenement, and all other premisses with their appur-
 tenances, according to the true intent and meaning
 of these presents. Provided also, if it shall happen
 the said yearly rent, or sum of, &c. or any part thereof
 to be behinde and unpaid, in part or in all, by the
 space of ten dayes, next over or after any of the Feasts
 or dayes of payment aforesaid, wherein the same ought
 to be paid as aforesaid, being lawfully demanded, or
 if the said C. D. his, &c. do not well and truly ob-
 serve, performe, fulfill, pay and keep, all and every the
 Covenants, Articles, payments and agreements in
 these presents contained, which on his and their parts
 are, and ought to be observed, performed, paid, done,
 fulfilled and kept, that then in any of the said cases,
 and from thenceforth at any time after, it shall and
 may

may be lawfull to and for the said A. B. his, &c. into the said capital Messuage or Tenement, and all and singular other the premisses, with the appurtenances, and every part thereof wholly to re-enter, and the same to have again, retain, repossesse and re-enjoy in his and their first and former estate, and the said C. D. his, &c. thereout, and from thence utterly to expell, put and amove, this Indenture or any thing herein contained to the contrary thereof, in any wise notwithstanding. And lastly, the said A. B. for himself, his, &c. that he the said C. D. his, &c. and every of them, paying the said yearly rent of, &c. and paying, doing and performing the covenants, payments, provisoes and agreements, in these presents mentioned, which on his and their parts are or ought to be paid, done, performed and kept, according to the true intent and meaning of these presents, shall or may lawfully, peaceably and quietly have, hold, use, occupy, possesse and enjoy the said Messuage or Tenement, and all other the premisses before by these presents demised (except before excepted) for and during all the said term of 21 years before granted without any lawfull let, suit, trouble, denial, eviction, interruption or disturbance of the said A. B. his heires, executors, administrators or assignes, or any of them, or any other person or persons whatsoever, lawfully claiming by, from, or under him, them, or any of them. In witness, &c.

*An absolute bargain and Sale of a House and
Lands.*

THis Indenture made the, &c. between A. B. of, &c. of the one part, and C. D. of, &c. of the other part, Witnesseth, that the said A. B. for and in consideration of the sum of, &c. to him in hand, at and before

before the sealing and delivery of these presents, by the said C. D. well and truly paid, the receipt whereof he the said A. B. doth hereby acknowledge, and himself therewith fully satisfied and paid, and thereof, and of every part and parcell thereof, doth clearly acquit, exonerate and discharge the said C. D. his heires, executors and administrators for ever by these presents hath given granted, aliened, bargained, sold, enfeoffed and confirmed, and by these presents doth fully, clearly and absolutely give, grant, bargain sell, alien enfeoffe and confirme unto the said C. D. his heirs and assignes for ever, all that the, &c. with all and singular its rights, members, jurisdictions and appurtenances, together with all Houses, Edifices, Buildings, Barns, Stables, Orchards, Gardens, Yards, Backsides, Easements, Lands, Tenements, Meadows, Feedings, Pastures, Woods, Under-woods, Wayes, Easements, Profits, Commodities, Common of Pasture, hereditaments and appurtenances whatsoever, to the said Messuage or Tenement and premisses, or to any part or parcel of them belonging, or in any wise appertaining; all which said Messuage, Lands, Tenements, Feedings, pastures, Closes and Hereditaments, with their and every of their rights, members and appurtenances whatsoever, before, in and by these presents, mentioned or intended to be granted, are situate, lying and being within the Township of H. aforesaid, in the said County of, &c. and now or late in the tenure or occupation of the said A. B. or of his assignee or assignees, and the reversion and reversions, remainder and remainders, of all and singular the before mentioned premisses, and all rent and rents, reserved upon any grant or grants, demise or demises, made of the premisses, or of any part or parcel of them; And also all the estate, right, title, interest, use, possession, property, claim and demand whatsoever

forever of him the said A. B. of, in or to the same
 and all deeds, writings, evidences, charters, tran-
 scripts of Fines, Court-Rols, escripts and minuments
 whatsoever, touching or concerning the premisses, or
 any part or parcel of them. *To have and to hold* the
 said Messuage or Tenement, and all and singular o-
 ther the premisses hereby granted, bargained and
 sold, or mentioned to be herein or hereby granted,
 bargained and sold, with their, and every of their
 rights, members and appurtenances whatsoever, un-
 to the said C. D. his heirs and assigns, to the only
 proper use and behoof of the said C. D. his heirs and
 assigns for ever. And the said A. B. for himself and
 his heirs, &c. the said Messuage or Tenement, and all
 and singular other the premisses before granted, bar-
 gained and sold, with the appurtenances, unto the
 said C. D. and his heirs, to the only proper use and be-
 hoof of the said C. D. his heirs and assigns for ever,
 against him the said A. B. his heirs and assigns, and
 all and every other person and persons whatsoever,
 lawfully claiming by, from or under him, them or
 any of them, shall and will warrant, and for ever de-
 fend by these presents: And the said A. B. for him-
 self, his heirs, executors and administrators doth co-
 venant, promise, grant and agree, to and with the
 said C. D. his heirs and assigns, and every of them,
 by these presents, in manner and form following,
 that is to say, That he the said A. B. at the time of
 the enscaling and delivery of these presents is, and
 until a good, pure, perfect, and absolute estate of In-
 heritance, of all and singular the before granted pre-
 misses, and every part thereof shall be fully vested,
 settled and executed, in and upon the said C. D. and
 his heirs according to the true meaning of these
 presents shall remaine, continue, and be seized of,
 and in the said Messuage or Tenement, and all and
 singular

singular other the premisses, in and by these presents
 granted; bargained and sold, with all and every their
 rights, members and appurtenances, of a good, pure,
 perfect, and absolute estate of inheritance, in Fee-
 simple, without any condition, reversion, remainder
 or limitation of any use or uses, estate or estates, in
 or to any person or persons whatsoever, to alter,
 change, defeat, determine or make void the same.
 And that the said A. B. at the time of the enfealing
 and delivery of these presents, hath full power, good
 right, and lawfull authority, to grant, bargain, sell,
 and convey all and singular the before hereby grant-
 ed or mentioned to be granted premisses, with their
 and every of their appurtenances, unto the said C. D.
 his heires and assignes in manner and forme aforesaid.
 And that he the said C. D. his heires and assignes
 and every of them, shall or may by force and vertue
 of these presents, from time to time and at all times
 for ever hereafter, lawfully, peaceably and quietly
 have, hold, use, occupy, possesse and enjoy the said
 Messuage or Tenement, and all and singular the be-
 fore granted premisses, with their and every of
 their rights, members and appurtenances, and have,
 receive and take the rents, issues and profits thereof,
 to his and their own proper use and behoof for ever,
 without any lawfull let, suit, trouble, denial, in-
 terruption, eviction or disturbance of the said A. B.
 his heirs or assignes, or of any other person or per-
 sons whatsoever, lawfully claiming by, from or un-
 der him, them, or any of them, or by his or their
 meanes, act, consent, title, interest, privity or
 procurement. And that free and clear, and freely
 and clearly acquitted, exonerated and discharged,
 or otherwise, from time to time well and sufficiently
 saved and kept harmlesse, by the said A. B. his heires,
 executors or administrators, of and from all and all
 manner

manner of former and other gifts, grants, bargaines, sales, leases, mortgages, joyntures, dowers, title of dower; Statute Merchant and of the staple recognizances, extents, judgements, executions, uses, entailles, rents and arrearages of rents, forfeitures, fines, issues and amerciaments, and of and from all and singular other titles, troubles, charges, demands and incumbrances whatsoever, had, made committed, suffered, omitted or done by the said A. B. his heires or assignes, or by any other person or persons whatsoever, lawfully claiming by, from or under him, them or any of them, or by, from or under his or their meanes, act, consent, title, interest, privity, or procurement (the rents and services which from henceforth from time to time, for or in respect of the premisses, shall grow due and payable to the chief Lord or Lords of the fee or fees of the premisses only excepted and foreprized.) And further, the said A. B. for himselfe his heires, executors and administrators doth, &c. that he the said A. B. his heires and assignes, and all and every other person and persons, and their heires lawfully having or claiming or rightfully pretending to have, or which hereafter shall or may lawfully have, or claim or rightfully pretend to have any estate, right, title interest or demand into, or out of the premisses, or any part or parcell of them, by, from or unde: the said A. B. his heires or assignes, shall and will from time to time, and at all times,, for and during the space of seven yeares next ensuing the date of these presents, at and upon the reasonable request, and at the costs and charges in the Law of the said C. D. his heires or assignes, make, do, perform, acknowledge, leavy, execute and suffer, or cause to be made, done, performed, knowledged, levied, executed and suffered all and every such further lawfull and reasonable act and acts, thing,

and things, devise and devises, assurance and assurances and conveyances in the Law whatsoever, for the further, better and more perfect assurance, surety, sure-making and conveying of all and singular the before hereby granted, or mentioned to be granted premisses, with their and every of their rights, members, and appurtenances, unto the said C. D. his, &c. be it by fine or fines, feoffment or feoffements, deed or deeds, enrolled or not enrolled, the enrolment of these presents, recovery or recoveries, with single or double Voucher or Vouchers,, release or confirmation, or by all and every or any the wayes or meanes aforesaid, or by any other wayes or meanes whatsoever, as by the said C. D. his, &c. or by his or their Council learned in the Laws shall be reasonably devised, advised or required, so as the said A. B. his, &c. or such other person or persons who shall be required to make such further assurance, be not compelled or compellable to travel further then the Cities of London and Westminster, or either of them in or about the making thereof. And lastly, it is covenanted, granted, concluded, condescended unto, and fully agreed upon by and between the said parties to these presents, for them, their heires and assignes by these presents, that all fines, feoffements, recoveries and assurances in the Law whatsoever, had, made, levied, knowledged, suffered or done, or hereafter to be had, made, knowledged, suffered, leavied or done by or between the said parties to these presents, or any of them, of, for, touching or concerning the said Messuage or Tenement, and all and singular other the before hereby granted premisses, with their rights, members and appurtenances, and every or any part thereof shall be and enure, and shall be construed, esteemed, adjudged, and taken to be and enure, to the only proper use and behoof of the said C. D. his, &c.

&c. for ever, and to none other use, intent or purpose whatsoever. In witnesse, &c.

A Conveyance of a Mannor and Lands, in consideration of a Marriage, &c.

THis Indenture made, &c. between I. M. of, &c. of the one part, and E. F. of, &c. and G. M. of &c. of the other part, Witnesseeth; that for the preferment and advancement of P. M. naturall sonne of him the said I. M. and of the heires males of the said P. M. and for and in consideration of the great fatherly love and naturall affection, which he the said I. M. beareth to the said P. M. his sonne, and to the intent and purpose that the Mannor, Lands and Tenements hereafter mentioned, shall and may be and continue in the stock, blood and kindred of the said I. M. and for and in consideration of a Marriage by Gods permission shortly to be had and solemnized, between the said P. M. and one F. daughter of E. T. of, &c. and for divers other good causes and considerations, him the said I. M. especially moving, it is concluded, covenanted, granted and agreed, by & between the said parties to these presents: And the said I. M. on his part, for himselfe, his heires, executors and administrators doth by these presents covenant and grant, to and with the said E. F. and G. M. and either of them, and the executors and administrators of them and either of them, that for the considerations aforesaid, he the said I. M. and his heires, and all and every other person and persons now standing or being seized, or that hereafter shall stand and be seized of and in all that the Mannor of S. in the County of B. with all and singular the rights, members and appurtenances thereof, and of and in all & singular Messuages, Tenements, Houses, Build-
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ings, Orchards, Lands, Meadows, Leasowes, Pastures, Feedings, Commons, Mills, Woods, Underwoods, Advowsons, Reversions, Rents, Services, Wages, Estraies, Royalties, Liberties, Priviledges, Jurisdictions, Hereditaments, and all other the rights, members, and appurtenances whatsoever, to the said Mannor and Lands incident, belonging or in any wise appertaining, or accepted, reputed, taken or known, or occupied, demised or letten as part, parcel or member thereof, shall from thenceforth stand and be seized of and in the same Mannor, Lands, Tenements, hereditaments, and all other the premises, and of and in every part and parcel thereof, with the appurtenances, to the uses, intents & purposes hereafter in these presents mentioned and expressed, and to none other use, intent or purpose whatsoever: That is to say, unto and for the use of the said I. M. until the said marriage shall be had and solemnized between the said P. M. and F. and immediately from and after the said marriage so had, to the use of the said P. M. and F. and of the heires males of the said P. M. on the body of the said F. lawfully begotten: and for default of such heires males, to the use of the right heires of the said I. M. for ever. And further, the said I. M. doth by these presents covenant and grant for him, his heires, executors, administrators and assignes, and every of them, to and with the said E. F. and C. M. and either of them, their heires, executors, administrators and assignes, in manner and form following: That is to say, That the said Mannor, Lands, Tenements and Hereditaments, and all other the premisses, with their appurtenances, now are and be, and at all times hereafter, and from time to time, shall and may continue, remain and be clearly acquitted, exonerated and discharged, or otherwise well and sufficiently saved and kept harmlesse, by

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the said I. M. his heires, executors, &c. or by some or one of them, at his or their own proper costs and charges, of and from all and all manner of former and other bargaines, sales, gifts, grants, leases, joyntures, dowers, titles of dower, uses, wils, entailes, rents, charge-rents, seck-arrearages of rents, titles, recognizances, statutes merchant and of the staple, and of and from all other charges, incumbrances and demands whatsoever had, made, committed or done by the said I. M. or by his heires or assignes, or by any other person or persons, or by his or their assent, consent, meanes, privity or procurement: The rents and services which from henceforth shall grow due to the chief Lord or Lords of the Fee or Fees of the premises, and all lawfull leases or grants, heretofore made or granted of the premises, or of any part thereof, which shall not continue above foure years, or thereabouts, next after the date hereof, whereupon several yearly rents are reserved, amounting in the whole to, &c. which shall be yearly payable to the said P. M. and F. and the heires males of the said P. M. for and during the continuance of the said Leases, and Grants, onely excepted and fore-prized: And that the said Mannor and other the premises, at the end and determination of the said Leases and Grants, shal remain, and from thenceforth shall and may continue and be unto the said P. M. and F. and the heires males of the said P. M. of the clear yearly value of, &c. or thereabouts. And moreover, that he the said I. M. his heires, &c. shall and will at all times, and from time to time, during the space of one whole year next after the said marriage had and solemnized, when and as often as he or they or any of them, shall be thereupon reasonably required by the said E. F. and G. H. or either of them, their heires or assignes, or any of them, do, make, knowledge, leavie and execute, or cause and

suffer to be made, done, knowledged, levied and executed, all and every such further act and acts, thing and things, devise and devises, assurance and assurances in the Law whatsoever, be it by Deed or Deeds, inrolled or not inrolled, fine, with proclamation, feoffment, recovery, with voucher and vouchers, release or confirmation with warranty, against the said I. M. and his heires, or otherwise, or without warranty, or by all or so many of the wayes, meanes and devises aforesaid; or by any other wayes or meanes whatsoever; as by the said E. F. and G. H. or either of them, their heirs or assigns, or by their or any of their Counsel learned in the Law, shall be reasonably devised or advised and required, at the costs and charges only in the Law of the said P. M. for the further, better and more perfect assurance, surety, sure-making and conveying of the said Mannors, Lands, Tenements, and Hereditaments, and all and singular other the premisses, with the appurtenances, in and by these presents mentioned and intended to be conveyed and assured, in manner and form above in these presents declared, and every part and parcel thereof, unto the said E. F. and G. H. to the uses, intents and purposes above in these presents mentioned, and to none other uses, intents or purposes whatsoever. In witnesse, &c.

*An assurance of a Joynture made before Marriage,
with speciall Covenants concerning Children
by a former Husband.*

THis indenture made, &c. between R. L. of, &c. of the one part; and A. B. and I. G. of, &c. of the other part: Witnesseth, that in consideration of a Marriage shortly to be had and solemnized between the said R. L. and A. H. late Wife of, &c. deceased; for the future good and advancement of the said A. H.

and

and in testimony of the singular good will and affection which he the said R. L. hath and beareth to the said A. H. and for divers other good and weighty considerations him the said R. L. thereunto especially moving, it is covenanted, granted, concluded and fully agreed upon by and between the said parties to these presents, in manner and form following; that is to say: And the said R. L. for himself, his heires, executors and administrators, and for every of them, doth covenant, promise and grant to and with the said A. B. and L. G. and either of them, and the executors, &c. of them and either of them, by these presents, that he the said R. L. his heires and assignes, shall and will from and after the Feast of Saint Bartholomew the Apostle, and from and after the said Marriage so had and solemnized, stand and be seized of and in all that the scite or sear of the Rectory or Parsonage of East-Church, and of and in all Houses and Buildings thereupon built, standing or being; And of and in one Field or Close of Pasture, with the appurtenances thereunto adjoyning, containing together with the said scite of the said Rectory, by estimation 40 acres, be it more or lesse: And of and in a parcel of ground called Herleys Spring, containing by estimation one acre, &c. And of and in one meadow containing by estimation 40 acres, be it more or lesse: And of and in one piece of ground called Reeds Meadow, containing by estimation 29 acres, be it more or lesse: And of and in one field called Frogs field, containing by estimation 52 acres, be it more or lesse: And of and in one parcel of Land called Parsonage Hill field, containing by estimation 37 acres, be it more or lesse; And of and in all those Lands, Closes, Meadows, Feedings and Pastures, called or known by the name or names of Stone-pit and Stone-pike, containing in the whole by estimation 400. acres, be they

more or lesse : And of and in one other piece of land called *Berco field*, containing by estimation 29 acres, be it more or lesse, and of and in one Cottage with one Rood of land thereunto belonging, or occupied with the same, in which Cottage or House, one R. D. did lately dwel : All which premisses are situate, lying and being in E. aforesaid, and now are in the occupation of, &c. and of and in all other the lands, tenements, rents, reversions, Services and Hereditaments of the said R. L. in the said parish of E. in the said County of K. to the onely use and behoof of the said R. L. and the said A. and of the heires and assignes of the said R. L. for ever, for the joynture of the said A. if the said A. shall happen to survive and over-live the said R. L. And the said R. L. doth covenant and grant for himselfe, his heires, executors, administrators and assignes, by these presents, to and with the said A. B. and I. G. and either of them, and the heires, executors and administrators of them and either of them, in manner and form following : That is to say, That he the said R. L. his heires, executors, administrators or assignes, shall and will at all time and times hereafter, and from time to time, sufficiently save, keep harmlesse and indemnified the said Scite, lands, Tenements and Hereditaments, and all other the premisses, and every part and parcel thereof, of and from all former and other bargaines, sales, gifts, grants, leases, statutes Merchant and of the staple Recognizances, &c. and of and from all other charges, troubles, and incumbrances whatsoever had, made, committed or done by the said R. L. or by any other person or persons whatsoever, by his means, title, consent or procurement (the rents and services from thenceforth to grow due to the chief Lord or Lords of the Fee or Fees of the premisses, only excepted and fore-prized :) And that the said Scite, lands, tenements and other

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the premisses, now be of the clear yealy value of 300 l. over and above all charges and re-prizes. And further that he the said R. L. and all and every other person and persons, and his and their heires, lawfully having, claiming, or rightfully pretending to have any estate, right, title or interest, of, in or to the said Scite, lands, Tenements, and all other the premisses or any part or parcel thereof, by or from the said R. L. shall and will from time to time, and at all times hereafter, during the space of two yeares, next ensuing the date hereof further do, make, knowledge and execute all and every such other reasonable act and acts, thing and things, devise and devises, assurance and assurances in the Law whatsoever, as by the said A. B. and I. G. or either of them, or the executors or assignes of either of them, or their or any of their Council learned in the law, shall be reasonably devised or advised, and at the costs and charges of the said R. L. his heires, executors or administrators, for the better and more perfect assuring and making sure of all and singular the premisses to the said A. for term of her life only in form aforesaid; so that there be not any other or further warranty therein comprized, then only against the said R. L. and his heires. And further, it is covenanted, granted and agreed by and between the said parties to these presents; and the said R. L. doth covenant, &c. to and with, &c. that all feoffements, fines, conveyances, & assurances to be had, made, knowledged, done, suffered or executed by the said R. L. during the life of the said A. H. shall be to the uses, intents and purposes aforesaid, and to none other, &c. And further, that she the said A. from and after the decease of the said R. L. during her naturall life, shall or may have, hold and quietly enjoy the said lands, tenements rents, reversions, services, and all other the premisses, without any lawful let,

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suit, trouble, eviction, interruption or disturbance of the heires or assignes of the said R. L. or of any other person or persons whatsoever, lawfully claiming by, from or under the said R. L. his, &c. And further it is covenanted, &c. by and between the, &c. and the said R. L. doth covenant, &c. in manner, &c. that he the said R. L. his heires, executors or administrators shall not at any time or times hereafter, enrer-meddle with, have, receive or take the portion or portions, legacy or legacies, sum or sums of money, pertaining or belonging, given or bequeathed, due or to be due to W. H. T. H. and I. H. the children of the said A. or any of them, or with the increase or profits thereof, or by reason of the same arising, coming or growing, or that shall hereafter arise, come or grow of the same, or any part or parcel of the same increase, other then such parcel thereof, as by covenant hereafter in these presents expressed, is yearly to be paid unto the said R. L. or his assignes, for and toward the charges of bringing up the said children, but shall permit and suffer the said I. G. to have the ordering and disposing of the said encrease and profits coming of the portions aforesaid, for the benefit of the said children, by the appointment of the said A. and that he the said R. L. shall upon reasonable request, deliver or cause to be delivered to the said I. G. all such Bonds and Obligations, wherein any person or persons, are or stand bound unto the said A. for, touching and concerning the portions of the said Children or otherwise, as shall come to the hands & possession of the said R. L. and make, seal and deliver to the said I. G. such letter or letters of Atturney. for the recovery of the sums of money contained in the same Bonds and Obligations, or any of them, as by the Councel learned of the said I. G. shall be thought meet and convenient, and by the said I. G. required,

for

for and to the use of the said Children; And that he the said R. L. shall not release or discharge the said Bonds or Obligations or any of them, without the consent and agreement of the said I. G. nor revoke or countermand the said letter of Attorney: And that the said R. L. shall permit and suffer the said A. and give his assent that she shall make a Will, and by the same to give and bequeath at her liberty and pleasure the sum of 500 l. and shall not countermand or revoke the same; And that if it shall happen the said A. to die, leaving the said R. L. that he the said R. L. his executors, administrators or assigns, shall well and truly content, &c. or cause, &c. the said Legacies or so much of them as shall not exceed the said sum of 500 l. within one year next after the decease of the said A. at the Mansion-house of the said R. L. in T^{re}asore said; And further, it is covenanted, granted, &c. between the, &c. and the said I. G. for himself, his heirs, executors, administrators and assigns doth covenant and grant, to and with the said R. L. his executors and administrators, in manner and form following; that is to say, that he the said I. G. or his assigns, shall yearly, from and after the said Marriage so had and solemnized as aforesaid, and during so long time as the said Children or any of them shall be at the finding and providing for of the said R. L. well and truly content, &c. or cause, &c. to the said R. L. or his assigns, for every of the said children so being, &c. the yearly sum of, &c. at the feast of, &c. by even and equal portions out of the encrease and profits of their respective portions as aforesaid; And that he the said I. G. shall imploy and bestow the residue of the increase and profits, which shall come or grow of the said portions or stocks from time to time, in such sort and manner as the said A. shall appoint, for the further benefit and commodity of the said Children;

drawn; and that he the said I. G. shall from time to time when he shall be thereunto required by the said A. yield and make unto the said A. a just, true and perfect accompt of the said encrease or profits, coming or arising of the portions aforesaid. In witnesse, &c.

A Condition where one buyeth Lands, the seller is bound that the Land is free from incumbrances.

THE Condition, &c. that whereas the within bounden A. B. hath bargained and sold unto the within named C. D. and his heires for ever, all that his Messuage or dwelling-house, lands, feedings, meadows, pastures, rents, profits and other hereditaments whatsoever thereunto belonging, with their appurtenances, set, lying and being in the Town and field of, &c. in the County of, &c. If therefore the said Messuage or dwelling-house, lands and all other the premisses, and every part and parcel thereof, at the day of the date within written, be clearly discharged of and from all and all manner of former and other gifts, grants, leases, bargaines, sales, joyntures, dowers, rights and titles of dower, rents, arrearages of rents, statutes merchant and of the Staple, feoffments, annuities, &c. and of and from all other titles, charges and incumbrances whatsoever, had, made done, committed or suffered, or to be had, made, done, committed or suffered by the said A. B. his heires or assigns, or by any other person or persons, by his, their, or any of their meanes, act, title, consent, assent, or procurement (the rents and services which from the day of the date within written shall grow due to be paid and performed to the chief Lord or Lords of the Fee or Fees of the premisses onely excepted) That then, &c. or else, &c.

A Counter-condition to save harmlesse from two severall Obligations.

THe Condition, &c. that whereas the above named W. H. at the special instance and request, and for the proper debt of the above bound W. C. together with the said W. and G. P. of, &c. by one obligation, of the date above written, is and standeth bound to R. W. of, &c. in the sum and penalty of, of lawfull, &c. with Condition endorsed, for the true payment of, &c. of like money, at or in the, &c. on the, &c. next coming after the date of the said Obligation, as by the same Obligation and Condition thereof more at large appeareth. And whereas also the said W. H. at the like instance & request, and for the onely debt of the said W. C. together with the said W. and the said I. P. by one other Obligation bearing date the, &c. is and standeth bound to R. K. of, &c. in the sum and penalty of, &c. with Condition for the true payment of, &c. of like money at or in the, &c. on the, &c. next coming after the date of the said last mentioned Obligation, as by the same last recited Obligation and Condition more at large also appeareth. If therefore the said W. C. his executors, administrators or assignes, or any of them, do and shall truly pay or cause to be paid to the said R. W. his executors, administrators or assignes, the said sum of, &c. and to the said R. K. his executors, administrators or assignes, the said sum of, &c. on the severall dayes and at the severall places above mentioned, according to the conditions of the said recited obligations, and for the discharge and making void of the same obligations without fraud or delay, That then this, &c. or else, &c.

Another

Another Counter-condition.

THe Condition of this Obligation is such that whereas the above named G. S. at the request, and for the debt of the above bound R. C. together with the said R. by one Obligation of the date above written is and standeth bound to W. C. of, &c. in the sum and penalty of 26 pounds of lawfull, &c. with Condition thereunder written, for the true payment of 13 pounds 6 shil. and 8 pence of like money, at or in the, &c. in manner and form following, *viz.* on the 25 of *December* next coming after the date above written 46 shil. 8 pence thereof, on the 25 of *March* then next ensuing 40 shil. more thereof, on the 24 of *June* then next following 40 shil. more thereof, on the 29. of *September* then next ensuing 40 shil. more thereof, on the 25 of *December* which shall be in the year of our Lord God 1630 40. shil. more thereof, on the 25. of *March* then next ensuing 40. shil. more thereof, and on the 24 of *June* then next following 20 shil. residue of the said sum of, &c. as by the said Obligation and Condition more at large appeareth. If therefore the said R. his executors, administrators or assignes, or any of them, do well and truly pay, or cause to be paid to the said W. C. his executors, administrators or assignes, the said sum of 13 pounds 6 shil. 8 pence of lawfull money of *England*, at or in the place above mentioned, in such manner as the same is above expressed and limited, to be paid for the discharge and making void of the said rected Obligation, without fraud or further delay; that then this Obligation be void and of none effect: but if default shall be made in any of the said payments, in part or in all; then this Obligation to stand and abide in full power, strength and

A Condition for a Brewers Clerk

THE Condition of, &c. that whereas, the within named I. D. hath before the day of the date within written, entertained into his service, the within bound I. H. to serve in the room, place or office of a dray-Clerk or beer-Clerk. If therefore, the said I. H. doth and shall during the time of his service in the said office or place carefully and diligently use and imploy himselfe, and his best endeavours in the said room or office, and do once in every week weekly during the continuance of his service in the said office, make and give up to the said I. D. his executors or assignes, a true, just and perfect accompt in writing, at the Messuage or beer-house of him the said I. D. situate, &c. of all such beer, goods and money of the said I. D. as by any wayes or meanes shall come to the hands, charge, custody or possession of the said I. H. And likewise do from week to week upon every Monday weekly, during the said term, at the place aforesaid, content and pay unto the said I. D. his executors or assignes, all such sum and sums of money as the said I. H. shall have received of any person or persons whatsoever, due or any wise belonging unto the said I. D. his executors or assignes: And further, if the said I. H. do not deliver or trust to any Customer or Customers, or any other person or persons now not served by the said I. D. above four barrells of beer at the most, before such time as he shall have made the said I. D. acquainted therewith; and of what estate and condition, all and every such new Customers are of, and also shall have the consent of him the said I. D. thereunto. And further, if the said I. H. do not depart from the service of him the said I. D.

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his executors, administrators or assignes, before such payment and satisfaction shall be made by him the said I. H. unto the said I. D. his executors, administrators or assignes, of all such goods, arrears, debts, sum and sums of money, as he the said I. H. shall be found to be indebted unto the said I. D. his executors or assignes or any of them : and if in case it shall happen the said I. H. to die or depart this life during the continuance of the said office or place of beer-Clerk to the said I. D. his executors or assignes; Then if the executors, administrators or assignes of the said I. H. do or shall (within one moneth next ensuing after the decease of the said I. H.) well and truly satisfie and pay, or cause to be satisfied and paid unto the said I. D. his executors, administrators or assignes, at the said Brew-house, all such arrears, debts, sum and sums of money as the said I. H. shall be found to be indebted and to owe unto the said I. D. his executors or assignes or any of them, at the time of such decease of him the said I. H. without fraud or coven : That then this, &c. or else to, &c.



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